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EXECUTIVE DOCUMENTS

PRESENTED TO THE HOUSE OF REPRESENTATIVES

THE HOUSE OF REPRESENTATIVES

1851

1851

SECOND SESSION OF THE FIFTY-FIFTH CONGRESS

1851

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DURING THE

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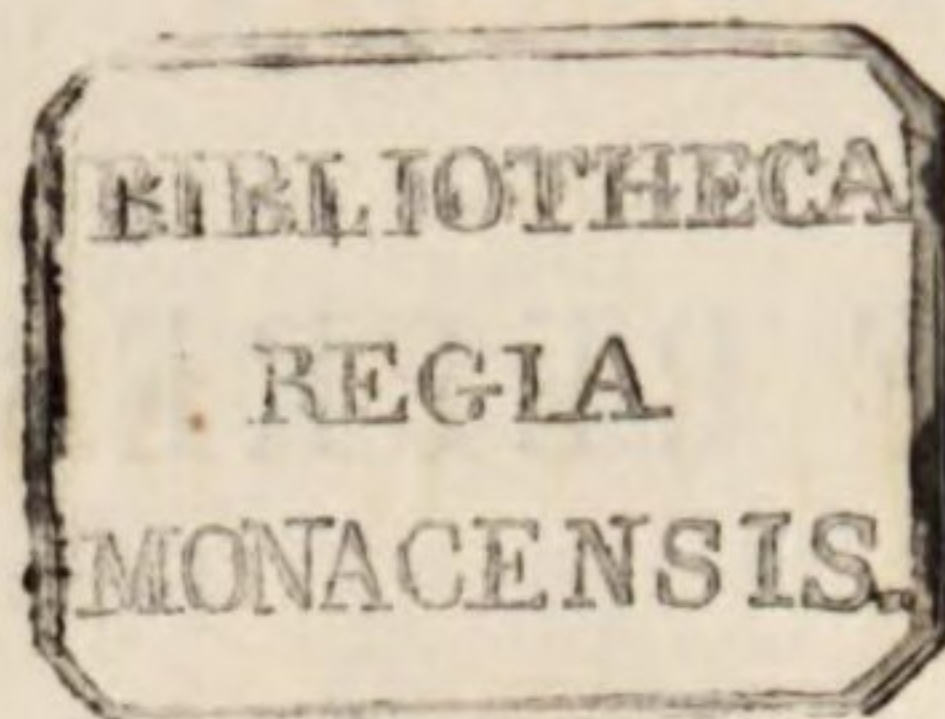
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* Executive document No. 74 was lost in the Committee of Ways and Means.

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No.	Date	Particulars
1	Jan 1	Balance forward
2	Jan 2	To Cash
3	Jan 3	To Cash
4	Jan 4	To Cash
5	Jan 5	To Cash
6	Jan 6	To Cash
7	Jan 7	To Cash
8	Jan 8	To Cash
9	Jan 9	To Cash
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12	Jan 12	To Cash
13	Jan 13	To Cash
14	Jan 14	To Cash
15	Jan 15	To Cash
16	Jan 16	To Cash
17	Jan 17	To Cash
18	Jan 18	To Cash
19	Jan 19	To Cash
20	Jan 20	To Cash
21	Jan 21	To Cash
22	Jan 22	To Cash
23	Jan 23	To Cash
24	Jan 24	To Cash
25	Jan 25	To Cash
26	Jan 26	To Cash
27	Jan 27	To Cash
28	Jan 28	To Cash
29	Jan 29	To Cash
30	Jan 30	To Cash
31	Jan 31	To Cash
32	Feb 1	To Cash
33	Feb 2	To Cash
34	Feb 3	To Cash
35	Feb 4	To Cash
36	Feb 5	To Cash
37	Feb 6	To Cash
38	Feb 7	To Cash
39	Feb 8	To Cash
40	Feb 9	To Cash
41	Feb 10	To Cash
42	Feb 11	To Cash
43	Feb 12	To Cash
44	Feb 13	To Cash
45	Feb 14	To Cash
46	Feb 15	To Cash
47	Feb 16	To Cash
48	Feb 17	To Cash
49	Feb 18	To Cash
50	Feb 19	To Cash
51	Feb 20	To Cash
52	Feb 21	To Cash
53	Feb 22	To Cash
54	Feb 23	To Cash
55	Feb 24	To Cash
56	Feb 25	To Cash
57	Feb 26	To Cash
58	Feb 27	To Cash
59	Feb 28	To Cash
60	Feb 29	To Cash
61	Mar 1	To Cash
62	Mar 2	To Cash
63	Mar 3	To Cash
64	Mar 4	To Cash
65	Mar 5	To Cash
66	Mar 6	To Cash
67	Mar 7	To Cash
68	Mar 8	To Cash
69	Mar 9	To Cash
70	Mar 10	To Cash
71	Mar 11	To Cash
72	Mar 12	To Cash
73	Mar 13	To Cash
74	Mar 14	To Cash
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86	Mar 26	To Cash
87	Mar 27	To Cash
88	Mar 28	To Cash
89	Mar 29	To Cash
90	Mar 30	To Cash
91	Mar 31	To Cash
92	Apr 1	To Cash
93	Apr 2	To Cash
94	Apr 3	To Cash
95	Apr 4	To Cash
96	Apr 5	To Cash
97	Apr 6	To Cash
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99	Apr 8	To Cash
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120	Apr 29	To Cash
121	Apr 30	To Cash
122	May 1	To Cash
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127	May 6	To Cash
128	May 7	To Cash
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151	May 30	To Cash
152	May 31	To Cash
153	Jun 1	To Cash
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155	Jun 3	To Cash
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211	Jul 29	To Cash
212	Jul 30	To Cash
213	Jul 31	To Cash
214	Aug 1	To Cash
215	Aug 2	To Cash
216	Aug 3	To Cash
217	Aug 4	To Cash
218	Aug 5	To Cash
219	Aug 6	To Cash
220	Aug 7	To Cash
221	Aug 8	To Cash
222	Aug 9	To Cash
223	Aug 10	To Cash
224	Aug 11	To Cash
225	Aug 12	To Cash
226	Aug 13	To Cash
227	Aug 14	To Cash
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243	Aug 30	To Cash
244	Aug 31	To Cash
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267	Sep 23	To Cash
268	Sep 24	To Cash
269	Sep 25	To Cash
270	Sep 26	To Cash
271	Sep 27	To Cash
272	Sep 28	To Cash
273	Sep 29	To Cash
274	Sep 30	To Cash
275	Sep 31	To Cash
276	Oct 1	To Cash
277	Oct 2	To Cash
278	Oct 3	To Cash
279	Oct 4	To Cash
280	Oct 5	To Cash
281	Oct 6	To Cash
282	Oct 7	To Cash
283	Oct 8	To Cash
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286	Oct 11	To Cash
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288	Oct 13	To Cash
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301	Oct 26	To Cash
302	Oct 27	To Cash
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304	Oct 29	To Cash
305	Oct 30	To Cash
306	Oct 31	To Cash
307	Nov 1	To Cash
308	Nov 2	To Cash
309	Nov 3	To Cash
310	Nov 4	To Cash
311	Nov 5	To Cash
312	Nov 6	To Cash
313	Nov 7	To Cash
314	Nov 8	To Cash
315	Nov 9	To Cash
316	Nov 10	To Cash
317	Nov 11	To Cash
318	Nov 12	To Cash
319	Nov 13	To Cash
320	Nov 14	To Cash
321	Nov 15	To Cash
322	Nov 16	To Cash
323	Nov 17	To Cash
324	Nov 18	To Cash
325	Nov 19	To Cash
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327	Nov 21	To Cash
328	Nov 22	To Cash
329	Nov 23	To Cash
330	Nov 24	To Cash
331	Nov 25	To Cash
332	Nov 26	To Cash
333	Nov 27	To Cash
334	Nov 28	To Cash
335	Nov 29	To Cash
336	Nov 30	To Cash
337	Dec 1	To Cash
338	Dec 2	To Cash
339	Dec 3	To Cash
340	Dec 4	To Cash
341	Dec 5	To Cash
342	Dec 6	To Cash
343	Dec 7	To Cash
344	Dec 8	To Cash
345	Dec 9	To Cash
346	Dec 10	To Cash
347	Dec 11	To Cash
348	Dec 12	To Cash
349	Dec 13	To Cash
350	Dec 14	To Cash
351	Dec 15	To Cash
352	Dec 16	To Cash
353	Dec 17	To Cash
354	Dec 18	To Cash
355	Dec 19	To Cash
356	Dec 20	To Cash
357	Dec 21	To Cash
358	Dec 22	To Cash
359	Dec 23	To Cash
360	Dec 24	To Cash
361	Dec 25	To Cash
362	Dec 26	To Cash
363	Dec 27	To Cash
364	Dec 28	To Cash
365	Dec 29	To Cash
366	Dec 30	To Cash
367	Dec 31	To Cash

CONTINGENT EXPENSES—INTERIOR DEPARTMENT.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

COMMUNICATING

The annual statement of the contingent expenses of that department.

DECEMBER 5, 1860.—Laid upon the table and ordered to be printed.

DEPARTMENT OF THE INTERIOR, *December 3, 1860.*

SIR: I have the honor to transmit herewith the annual statements of expenditure of this department, under the various appropriations for contingent expenses, required by the act of August 26, 1842, to the close of the fiscal year ending June 30, 1860.

Very respectfully, your obedient servant,

J. THOMPSON,
Secretary.

Hon. WM. PENNINGTON,
Speaker of the House of Representatives.

Analytical statement of the contingent expenses of the Department of the Interior from July 1, 1859, to June 30, 1860, inclusive; prepared in accordance with the 20th section of the act of August 26, 1842. 2

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
			<i>Appropriation for books, stationery, furniture, fuel, lights, and other contingencies, and for books and maps for the library in the office of the Secretary of the Interior.</i>		
			Amount of appropriation per act March 3, 1859-----	\$7,200 00	
			Balance of former appropriations-----	149 85	
					\$7,349 85
1859. July 14	1859. July 14	Elizabeth Cook-----	Expended thus, to wit: Washing and mending 5 sets lace curtains, at \$1 50 per set----- Washing dusters, cloths, &c , for cleaning windows for one year-----	7 50 2 00	
July 16	Jan. 14 Feb. 5	Anthony Buchly----- -----do-----	Large mahogany case, with doors, drawers, &c----- Putting on mahogany knobs, 80 cents and 2 brass knobs 16 cents----- Altering hat-rack and putting up hooks, 25 cents; covering door of book-case, 10 cents----- 3 mahogany book rests, at \$1 each----- Making and fitting 2 mahogany falls to case----- 2 pair brass butts and fitting them on----- 5 brass tumbler locks and putting on, 75 cents----- Putting cane seat in chair-----	145 00 96 35 3 00 2 00 1 00 3 75 1 00	9 50
	March 14	-----do----- -----do-----	Repairing 5 mahogany chairs, \$5; 2½ yards 28-inch hair cloth, at \$1 50, \$3 75----- 8 springs for sofa, \$1; 1½ yard cambric, 19 cents----- Restuffing and recovering sofa, \$3; wagon hire to remove and return sofa, \$1 50-----	8 75 1 19 4 50 3 00	
	July 2	-----do-----	2 double tumbler locks and putting on, at \$1 50 -----		

STATEMENT—Continued.

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Aug. 31	1859. May 25	William A. Barnes.....	6 pounds W. soda, 12½ cents, 75 cents; 6 pounds toilet soap, 25 cents, \$1 50.....	\$2 25	
	July 15	do.....	1 pair spittoons, \$2; 1 scrubbing brush, 50 cents.....	2 50	
	July 27	do.....	8 pounds W. soda, 12½ cents.....	1 00	
			1 gross matches, \$1 50; ¼ dozen tie brooms, \$3.....	4 50	
			6 pounds toilet soap, 25 cents.....	1 50	
					\$11 75
Sept. 1	Aug. 19	American Telegraph Company.....	Despatches.....	-----	60
3	17	Magnetic Telegraph Company.....	do.....	-----	3 25
7	3	A. Adamson.....	New York Herald, 3 months, at \$1.....	-----	3 00
	7	James St. C. Morton.....	Travel from Washington to New York, and back, 464 miles, at 10 cents.....	46 40	
			Payment for expressage of a package from Philadelphia to Washington, containing samples, &c.....	50	
			Payment of expressage on 1 package from New York to Washington.....	50	
					47 40
10	10	John F. Callan.....	One copy Military Laws and 1 copy Navy Laws at \$4.....	-----	8 00
12	12	Philip Loeffler.....	Sawing 5 cords wood, at \$1 87½.....	9 37	
			Putting the same away.....	2 50	
					11 87
13	13	Adams' Express Company.....	Freight on package containing books for library.....	-----	1 25
		Charles H. Rhett.....	Mileage to the city of New York and back, as agent of Interior Department, 464 miles, at 10 cents per mile.....	46 40	
			3 days detention, at \$3 per day.....	9 00	
					55 40
14	14	Adams' Express Company.....	Freight on box from New York.....	-----	6 50
16		Daniel Appleton & Co.....	Domgleson's French Dictionary, \$3 20; Testimony of Rocks, 94 cents.....	4 14	
			Life Hugh Miller, 80 cts.; Prentis' Memoirs, 2 vols., \$1 88..	2 68	

Queens of Scotland, 5, 6, 7, 8, \$3 20; Lives of Chief Jus- tices, 4 vols., \$6	9 20
Paley's Evidences, 40 cents; Leighton's Works, 1 vol, \$1 60; Newton's Works, \$1 60	3 60
Broussais on Insanity, \$2; Wheaton's Internal Law, \$4 80	6 80
Bowen on Political Economy, \$1 69; Raleigh's Works, 8 vols., \$30	31 69
D'Israeli's Works, 7 vols., 12mo, \$14; and Charles First, \$15	29 00
Classical Library, 52 vols., \$52; Cooper's Novels, 34 vols., \$25 50	77 50
Life of Christ, 2 vols., \$1 60; Hoole's Arcosto, &c, 11 vols., \$18	19 60
Murray's Grammar, 2 vols., \$6; Colburn's Arithmetic, 50 cents	6 50
Emerson's Arithmetic, 50 cents; Pike's Arithmetic, 25 cents; Hutton's Mathematical Table, \$1 50	2 25
Johnson's Dictionary, \$6; Oates's Tables, \$1 50; Secret History Sch. Court, 47 cents	7 97
Diary American Revolution, 75 cents; British Almanac, 1859, \$1 30; American Almanac, 1859, 80 cents	2 85
Ainsworth's Dictionary, \$1 50; 1 Shakespeare, 7 vols., \$18	19 50
Distinguished Persons, 4 vols, \$8; House of Russell, 2 vols, \$10	18 00
Holy Bible, \$7 50; Titcomb's Letters, 80 cents; Moral Tactics, \$2	10 30
Taylor's Manual, \$1 69; Romance Peerage, 4 vols, \$10	11 69
Life of Jer. Taylor, \$1 75; Percy's Reliques, 3 vols, \$6	7 75
Siddons's Memoirs, 2 vols., \$6; Memoirs Jacobites, 3 vols, \$6	12 00
Taylor's Roman Biography, \$6; Secret History James First, \$4	10 00
D'Israeli's Novels, 7 vols, \$6; Pardoe's Francis First, \$6	12 00
British Plutarch, 6 vols., \$16; Bulwer's Athens, 2 vols, \$5	21 00
Code Napoleon, 2 vols., \$9; Campbell's Frederick the Great, 4 vols., \$12	21 00

STATEMENT—Continued.

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Sept. 16	1859. -----	Daniel Appleton & Co.—Continued-----	Spencer's Works, 5 vols., \$6 25; British Cicero, 3 vols., \$6 Rolt on Moral Com., \$1 75; Secret History England, \$4 50 Court James First, \$6; Cory's Dante, 3 vols, \$12 Dictionary of Quotations, \$2 75; Knowles's Plays, \$3 Meade's Virginia, 2 vols., \$6 50; Nature of Ghosts, \$4 Mellingen on Passions, \$3 50; Simms's Works, 17 vols., \$15 98 Peddie's Meas., \$1 50; Simms's Poems, 2 vols., \$1 50 Walker's Original, \$4; Carlyle's Schiller, \$2 Montaigne's Works, 3 vols, \$10; Prince Rupert, 3 vols., \$8 Henry 5th's Memoirs, 2 vols., \$5; White's France, \$1 50 Progress Great Britain, \$2; Trench's Glossary, 60 cents Yacht Voyage, 75 cents; Recollections of Rogers, 60 cts. Catharine 2d, 75 cents; Taylor's Greece and Russia, 94 cents. Crimean War, \$3; Taylor's Med. Journals, \$2 50 Box of cartridges -----	\$12 25 6 25 18 00 5 75 10 50 19 48 3 00 6 00 18 00 6 50 2 60 1 35 1 69 5 50 1 50	\$465 38
21	June 22	C. Wendell -----	Ruling 920 copies requisitions -----	2 30	
	23	-----do-----	Putting 20 titles on Stat. at Large -----	5 00	
			Putting 8 titles on Opinions of Attorneys General-----	2 00	
			Binding 2 volumes Daily Globe, 1856 and 1858, at \$3 --	6 00	
			Binding 1 volume National Intelligencer, and 2 volumes Daily Union, at \$3-----	9 00	
	25	-----do-----	Binding 1 volume Burch's Digest -----	75	
	27	-----do-----	Ruling 920 requisitions-----	2 30	
	July 6	-----do-----	Ruling 1,000 requisitions-----	2 50	

13	Aug.	1	do	Ruling and binding 6-quire demy requisition book, No. 2, Russian ends and bands, at \$1 50	9 00	183 35
8			do	Ruling and binding 6-quire demy Judiciary, No. 1, at \$1 50 per quire	9 00	50 00
22			do	Ruling and binding 5-quire demy record of contingent accounts, &c., at \$1 50	7 50	50 00
27			do	Ruling and binding 5-quire demy quarterly accounts current, census, &c., at \$2	10 00	9 00
27			do	Making 6 large portfolios, at \$3	18 00	
3	Sept.		do	Binding 10 volumes Emory's Report, vol. 2, part 1, Turkey morocco, &c., at \$5	50 00	
30			do	Binding 10 volumes Emory's Report, vol. 2, part 2, Turkey morocco, &c., at \$5	50 00	
30			do	Extra allowance from July 1 to September 30, 1859, at \$200 per annum		
9	Aug.		do	Extra allowance from July 1 to September 30, 1859, at \$200 per annum		
12			do	6 days' labor removing ashes, &c.		
30	Sept.		do	11 gross steel pens, at 50 cents	5 50	
			do	12 dozen round gilt pencils, at 50 cents	6 00	
			do	1 gross pens	50	
30			do	5 cords pine wood, at \$5		12 00
			do	Washing towels		25 00
			do	Services keeping and dealing out stationery		7 50
			do	Putting away 50 tons coal, at 50 cents		25 00
			do	64 ^{21 00} / _{22 40} tons coal, at \$4 43		25 00
			do	Gas consumed		287 52
			do	Postage on foreign letters		155 75
14	July		do	1 ream extra superfine letter paper	3 00	35
18			do	1 long gutta percha ruler, at \$1; 2 ditto, at 75 cents	2 50	
21			do	1 gold pen and case	2 00	
			do	1 gold pen and case, \$2; 1 knife hone, \$1; 1 cut-glass inkstand, \$1 25	4 25	
25			do	4 reams white quarto post, at \$1 50, \$6; 1 ream pink blotting paper, 25 cents	6 25	
			do	2 dozen blotting boards, at \$1, \$2; $\frac{1}{2}$ dozen office shears, 50 cents	2 50	

CONTINGENT EXPENSES OF THE

STATEMENT—Continued.

Date of payment	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Sept. 30	1859. July 25	Blanchard & Mohun—Continued	1 bundle soft wrapping paper, 75 cents; 1 dozen mu- cilage and brushes, \$3	\$3 75	
			6 dozen penholders, at 25 cents, \$1 50; 1 tin case for envelopes, \$2	3 50	
	Aug. 1	do	3 copying books, at \$1 25	3 75	
	6	do	3 copying books, at \$1 25, \$3 75; 500 envelopes, \$1 50.	5 25	
	11	do	1 large map of United States	10 00	
	13	do	1 penknife, \$1 25; 2 dozen patent erasers, at \$6, \$12 ..	13 25	
	19	do	2 reams white foolscap, at \$1, \$2; 1 ream superfine foolscap, \$3	5 00	
			1 ream consular cap, \$2; 6 reams letter paper, at \$1 50, \$9.	11 00	
			2 reams extra superfine letter, at \$3, \$6; 1 ream soft wrapping, 75 cents	6 75	
			1 dozen red tape, at 5 cents, 60 cents; 6 dozen pen- holders, at 25 cents, \$1 50	2 10	
			1 dozen penknives	15 00	
	27	do	1 copying book, 500 pages	1 50	
	Sept. 13	do	2 reams buff envelope paper, \$2; 3 reams commercial note, at \$3, \$9	11 00	
			4 reams soft wrapping, at 75 cents, \$3; 12 dozen red tape, at 5 cents, 60 cents	3 60	
			1 pound prepared rubber, \$1; 1 dozen quarts writing fluid, \$6	7 00	
			1 ream demy writing paper, \$12; 2 reams extra super- fine letter, at \$3, \$6	18 00	
			25 sheets double elephant drawing paper, at 38 cents ..	9 50	
			24 yards tracing cloth, at \$1, \$24; 1 copying press, \$10.	34 00	
			6 sable brushes, 75 cents; 1 case drawing pencils, 75 cts.	1 50	
			6 red and blue pencils, 50 cents; 2 desk knives, at 87 cents, \$1 75	2 25	
	Aug. 6	do			

DEPARTMENT OF THE INTERIOR.

Oct.	11	Sept.	3	do.....	1 50
				6 pieces India-rubber, 50 cents; 6 ink saucers, \$1	1 50
				1 dozen mucilage and brushes, \$1 50; 1 copying book, \$1 25	2 75
				1 copying brush, oil paper, &c., \$1; 1 6-quire demy record book. \$7	8 00
				1 blank book, 50 cents; 1 large map of Washington, \$4.	4 50
				Mounting map on rollers and canvas	3 50
				2 blank books, made to pattern	5 00
					\$72 50
Oct.	11	Oct.	11	William R. Riley	31
				5 yards cotton, at 64 cents	25
				2½ yards Canton flannel, at 10 cents	13
				1 yard Canton flannel	69
				1 walnut desk	40 00
				Putting in 14 ²¹ / ₄₀ tons coal, at 50 cents per ton	7 47
				1 Code Napoleon	5 00
				1 Chitty's Blackstone, 2 volumes	4 06
				1 Devereux's Rinne Blackstone	3 50
					12 50
				Subscription to Daily Constitution from April 11, 1859, to April 11, 1860	6 00
				4,000 white envelopes, item 1, at \$4	16 00
				2,000 white envelopes, item 2, at \$5	10 00
				1,000 white envelopes, item 3, at \$2 50	2 50
				1,000 white envelopes, item 5, at \$2	2 00
				1,500 white envelopes, item 2, at \$5	7 50
				1,000 white envelopes, item 2, at \$5	5 00
				Printing 1,500 white envelopes, with Commissioner General Land Office on	
				Printing 2,200 white envelopes, with Commissioner General Land Office on, at \$3	6 60
				Printing 1,000 long Interior envelopes, at \$3	3 00
				Printing 2,500 envelopes, item 1, at \$3	7 50
				Printing 1,000 envelopes, item 2, at \$3	3 00
					63 10
				Hire of one horse three months, at \$17 per month	51 00
				1 rug	10 00
				2,020 pounds white ash coal	4 06
Oct.	21	Oct.	21	James H. Shreve	
				Clagget & Dodson	
				McKnew & Marlow	

CONTINGENT EXPENSES OF THE

STATEMENT—Continued.

Date of payment.	Date of purchase	To whom paid.	For what object.	Amount.	Total.
1859. Oct. 31	1859. Oct. 28	Albert H. Campbell	1 copy United States and Mexican Boundary Survey, by Emory, 2d volume	-----	\$5 00
Nov. 1	17	Magnetic Telegraph Company	Despatch	-----	4 68
	11	A. Brown	2 horseshoes	\$0 50	
	20	do	do	50	
	27	do	1 remove	12	
	15	do	4 horseshoes	1 00	
	15	do	do	1 00	
Nov. 18	20	American Telegraph Company	Despatch	-----	3 12
	8	W D. Shepherd	1,000 white envelopes, No 3, item 3	2 50	57
	17	do	1,000 white envelopes, No 3, item 4, 7 x 5	2 00	
			2,000 large pamph'et, item 2, at \$5, 7 x 9	10 00	
			Printing 2,000, item 2, at \$3	6 00	
23	23	Philip Loeffler	Sawing 2 cords wood once, and 1 cord twice, at 75 cents per cut, \$3; putting in one cord, 50 cents	-----	20 50
	22	Chapin & Brother	3 cords hickory wood	-----	3 50
28	23	Thomas D. Smith	1½ day labor in putting away wood, &c, at \$1 per day	-----	21 00
30	28	W. H. & O. H. Morrison	1 set United States Statutes at Large, 12 vols, at \$3 50	-----	1 50
	18	John Alexander	Taking up 2 old mattings, and cleaning floor	-----	42 00
			110 yards matting, at 45 cents, \$49 50; 6 pieces carpet binding, at 6½ cents, \$3 75	3 00	
			Moving furniture in 2 rooms, \$3; putting down 110 yards matting, at 10 cents, \$11	53 25	
	17	do	Putting down 7 carpets, at \$2, \$14; altering and putting down carpet, \$9 75	14 00	
			Moving furniture in 9 rooms, \$13 50; making 172 yards carpet, at 12½ cents, \$21 50	23 75	
				35 00	

Dec.	1	27	William A. Barnes	Puttng down 2 new carpets, \$7 50; taking down and packing 4 awnings, \$2 25.....	9 75	
				Puttng down oil-cloth, \$1 50; hanging 5 sets curtains, \$3 75	5 25	
				Making 27 yards carpet, at 12½ cents, \$3 37½; 2 pieces binding, at 75 cents, \$1 50	4 87	
				Binding and puttng down carpet	2 50	
					151 37	121 72
				Credit:	29 65	
				By amount of sales by J. C. McGuire & Co., per account.		
				6 pounds sperm candles, at 50 cents, \$3; ½ dozen brooms, at \$6, \$3	6 00	
				4 pounds washing soda, at 12½ cents, 50 cents; 6 pounds washing soda, at 8 cents, 50 cents.....	1 00	
				5 whisks, at 25 cents	1 25	
				Large sweeping brush, \$2 75; 4 spittoons, at 62½ cents, \$2 50.....	5 25	
						13 50
				Despatches.....		96
				Extra allowance from October 1 to November 7, at \$200 per annum.....		20 65
				1 revolving chair.....		10 00
				Despatches		7 23
				Subscription to 4 Quarterlies and Blackwood's Magazine.		10 00
				81½ yards Brussels carpet, at \$1 50.....	122 63	
				1 rug	11 00	
				26½ yards ingrain carpet, at 87½ cents.....	23 17	
						156 80
				Payments made on account of office:		
				Adams's Express Company	75	
				Map of Washington and Georgetown.....	1 00	
				1 drawing scale of French and English measures	2 50	
				Horse and buggy hire for one day on occasion of accident to main pipes	3 00	
				Bought of C Van Nostrand as follows;		
				1 D'Aubuisson's Hydraulics.....	3 25	
				Hughes on Water Works.....	90	
				1 Barnell's Hydrographical Engineering, Part I.....	45	

STATEMENT—Continued.

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Dec. 21	1859. Dec. 12 Nov. 9	J. St. C. Morton—Continueddo.....do.....	1 Claudit's Formules, \$3 25; cash paid express, 75 cts.. 1 Davy Mouvement Formules, l'Eau and Atlas..... Services of R. A. Hill, as follows: 3 men, 3½ days each, at \$1 50 per day	\$4 00 5 75 15 75	
	Oct. 6	do.....	3½ days for self, (\$3.) \$10 50; repairing sewer, \$3..... 10½ feet of 1-inch pipe, at 30 cents per foot	13 50 3 15	
	10	do.....	1 day for self, \$3; 1 day for laborer, \$1 50	4 50	
	29	do.....	8 feet of 1½-inch pipe, on 3d story, at 30 cents per foot .. Work on same and straine.....	2 40 2 75	\$63 65
22	Sept. 21 12 18	C. Wendell	Making 12 large portfolios.....	18 00	
		do.....	Making 10 titles for cases—37 States and Territories	9 25	
		do.....	Ruling 1,000 requisitions	2 50	
	Nov. 9	do.....	Binding, in half Turkey, 4 vols. Wagon Road Reports.....	3 00	
	14	do.....	Ruling 2,000 treasury requisitions.....	5 00	
	17	do.....	2 titles on vol. 11, Statutes at Large	50	
			Lettering and numbering 1,113 books, at 4 cents.....	44 52	
			Cutting up small boards.....	50	
	29	do.....	Cutting up 5 quires paper in strips	50	
	Dec. 8	do.....	Cutting and covering 3,000 reports of Secretary Interior, at \$2 50	75 00	
24	Oct. 8	L. F. Perry & Co.....	89½ yards of tapestry velvet, \$1 75	158 77	
28	Dec. 28	J. S. Topham	Repairing harness, &c.....	157 00	
31	31	Henry Cassiday.....	28 days' labor cutting grass and keeping the grounds about the Patent Office in order during the season commencing April 12 and ending December 31, 1859, at \$1 per day	19 00	
	29	Arthur Bell	Sawing 1 cord wood, at 75 cts; storing away same, 50 cts..	28 00 1 25	

31	W. H. Treidway.....	Extra allowance quarter ending December 31, 1859, at \$200 per annum	50 00
	J. W. Shields.....	Register of letters, 30 cents; tacks, 15 cents.....	45
	Mary Shields.....	Washing towels quarter ending December 31, 1859.....	7 50
	J. W. Shields	Keeping and disbursing stationery for 4th quarter 1859.....	25 00
	Michael Maher	Shovelling snow from side walk on 7th street	6 00
	John Skahie.....	Shovelling snow from paths, &c.....	50
	Washington Gas Co.....	Gas for quarter ending December 31, 1859.....	261 80
Oct. 8	W. H. Harrover.....	Blacking 3 stoves and 2 fire-boards	2 50
29	do.....	No. 5 Star air-tight.....	10 00
Nov. 11	do.....	Putting bottom in bucket	50
		2 shovels, at \$1 50	3 00
		2 furnace pokers, \$3; 1 copper cup, \$1 25	4 25
Dec. 31	Philip Loeffler	Sawing 3 cords hickory wood.....	4 50
		Sawing 3 cords hickory wood, 1 cut, 75 cents	2 25
		Putting in 6 cords, at 50 cents.....	3 00
28	Chapin & Brother.....	7 cords hickory wood	9 75
Oct. 22	Barnes & Mitchell.....	19½ yards oil-cloth, at \$1 25	49 00
		Sheepskin mat	24 17
			2 00
Dec. 31	A. Adamson.....	New York Herald from September to December 31, 1859.....	26 17
Nov. —	W. J. Rhees.....	1 Manual of Libraries.....	4 00
1	Walter Godey	½ peck ice per day to May 8, 1859; May 9 to June 30, 1 peck per day; July 1 to September 14, 1½ peck per day; and September 15 to December 31, 1 peck per day—making 88½ bushels, at 50 cents per bushel.....	3 00
Aug. 1	Washington City Post Office	Postage on foreign letters	44 25
	Anthony Buchly	Fitting key to 5 locks on table	35
		Furnishing and putting brass tumbler lock on case	75
		Fixing castors on revolving chair	1 00
19	do.....	Furnishing and putting on shutter bar	50
		Mahogany step-ladder	25
		Jobbing, fitting, and lock for case.....	10 00
Sept. 20	do.....	25 feet of slipped shelving, at 20 cents per foot.....	2 25
		16 feet of cleats, at 10 cents per foot	5 00
		2 yards 2 inches blue cloth, at \$3 per yard.....	1 60
		Covering table	6 17
			1 50

STATEMENT—Continued.

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Dec. 31	1859. Sept. 20 Oct. 6	Anthony Buchly—Continueddo.....	Making new corner mouldings for table..... Rubbing down and varnishing pedestal table and case... Taking cloth and moulding off table and putting on new cloth.....	\$1 00 3 25 1 00	
	28	do.....	Repairing and fixing castors on large chair.....	1 00	
	Nov. 19	do.....	Putting new cane seat in large chair.....	1 00	
			Covering chair seat with skin.....	1 25	
			1½ yard blue cloth, at \$3 per yard.....	5 00	
			Glueing cloth on table, &c.....	1 50	
			Fitting key to 2 locks.....	50	
			1½ yard blue cloth, at \$3 per yard.....	5 63	
			Taking off old cloth and mouldings and recovering table.	1 50	
			Furnishing and putting hook on door.....	25	
	Dec. 12	do.....	Mahogany case.....	40 00	
	14	do.....	Taking off 16 locks and fitting key to them, &c.....	3 00	
	21	do.....	3 hat-racks, with 5 double brass hooks, and plugging wall, &c.....	4 25	
	28	do.....	Mahogany case for books.....	30 00	
			Easing large door.....	25	\$129 40
	Sept. 30	Franklin Philp.....	Gold pen and extra silver screw-holder.....	3 50	
			Extra fine shell penknife.....	2 75	
	Oct. 4	do.....	Gold pen and holder.....	1 67	
	6	do.....	do.....	1 67	
	10	do.....	do.....	1 67	
	19	do.....	Box quill pens.....	50	
	17	Blanchard & Mohun.....	1 Draper's inkstand, 42 cents; ½ ream heavy book paper, \$3 75.....	4 17	11 76
	Nov. 9	do.....	2 dozen blotting boards, \$2; 1 dozen carmine ink, \$2...	4 00	

Date	Name	Description	Amount
1860. Jan. 19	T. W. Fowler	6 copies Department Directory, 35 cents	2 10
1860. Jan. 20	Philip Loeffler	Cutting and putting away wood	3 50
1860. Jan. 21	James H. Shreeve	Keeping horse 3 months	51 00
1860. Jan. 25	Chapin & Brother	2 cords oak wood	12 00
1860. Jan. 26	John Miller	Times newspaper	26 00
1860. Jan. 28	J. L. Savage	1 basket, 75 cents; 2 dusters, \$1 50 and \$2	4 25
1860. Jan. 31	G. M. Wight	1 chair and covering seat	11 50
1860. Feb. 1	American Telegraph Company	Despatches	50 04
1860. Feb. 2	Michael Maher	Shoveling snow	6 50
1860. Feb. 3	Vincent Jackson	Postage on letters, papers, &c.	1 88
1860. Feb. 6	William Rice	Subscription to Pennsylvania 2 years	12 00
1860. Feb. 7	A. Brown	Shoeing horse at sundry times	3 62
1860. Feb. 10	Jones & Denner	6 lamb colored skins, \$2 50	15 00
1860. Feb. 14	W. H. Boyd	2 Washington City Directories	4 00
1860. Feb. 15	P. Loeffler	Sawing and putting away wood	3 50
1860. Feb. 16	B. Chambers	Printing 100 commissions	20 00
1860. Feb. 18	Michael Maher	Cleaning snow from pavements	4 25
1860. Feb. 23	Chapin & Brother	4 cords wood, \$6	9 25
1860. Feb. 23	Philip Loeffler	Sawing and putting away wood	24 00
1860. Dec. 17	do.	1 dozen mucilage, \$3; 12 dozen red tape, 60 cents	3 60
1860. Dec. 30	do.	2 reams double thick consular cap	10 00
1860. Dec. 19	do.	5 copying books, at \$1 25, \$6 25; 12 pounds twine, 45 cents, \$5 40	11 65
1860. Dec. 21	do.	2 reams letter paper, \$3, \$6; 3 reams cap, \$3, \$9	15 00
1860. Dec. 29	do.	2 reams cap, \$1, \$2; 3 reams extra letter, \$3, \$9	11 00
1860. Dec. 31	John Lockie	1 ream super royal writing paper, ruled to pattern	25 00
1860. Dec. 31	W. D. Shepherd	12 packs blank cards	3 00
1860. Dec. 31	do.	6 reams wrapping, 75 cents	4 50
1860. Dec. 31	do.	6 months' subscription to Evening Star, to January 1, 1860	91 92
1860. Dec. 31	do.	6 months' subscription to Baltimore Sun, to January 1, 1860	1 68
1860. Dec. 31	do.	1,000 envelopes, item 3	2 50
1860. Dec. 31	do.	1,000 envelopes, item 2	5 00
1860. Dec. 31	do.	Printing 1,000 envelopes	3 00
1860. Dec. 31	do.	6 copies Department Directory, 35 cents	2 10
1860. Dec. 31	do.	Cutting and putting away wood	3 50
1860. Dec. 31	do.	Keeping horse 3 months	51 00
1860. Dec. 31	do.	2 cords oak wood	12 00
1860. Dec. 31	do.	Times newspaper	26 00
1860. Dec. 31	do.	1 basket, 75 cents; 2 dusters, \$1 50 and \$2	4 25
1860. Dec. 31	do.	1 chair and covering seat	11 50
1860. Dec. 31	do.	Despatches	50 04
1860. Dec. 31	do.	Shoveling snow	6 50
1860. Dec. 31	do.	Postage on letters, papers, &c.	1 88
1860. Dec. 31	do.	Subscription to Pennsylvania 2 years	12 00
1860. Dec. 31	do.	Shoeing horse at sundry times	3 62
1860. Dec. 31	do.	6 lamb colored skins, \$2 50	15 00
1860. Dec. 31	do.	2 Washington City Directories	4 00
1860. Dec. 31	do.	Sawing and putting away wood	3 50
1860. Dec. 31	do.	Printing 100 commissions	20 00
1860. Dec. 31	do.	Cleaning snow from pavements	4 25
1860. Dec. 31	do.	4 cords wood, \$6	9 25
1860. Dec. 31	do.	Sawing and putting away wood	24 00
1860. Dec. 31	do.	1 dozen mucilage, \$3; 12 dozen red tape, 60 cents	3 60
1860. Dec. 31	do.	2 reams double thick consular cap	10 00
1860. Dec. 31	do.	5 copying books, at \$1 25, \$6 25; 12 pounds twine, 45 cents, \$5 40	11 65
1860. Dec. 31	do.	2 reams letter paper, \$3, \$6; 3 reams cap, \$3, \$9	15 00
1860. Dec. 31	do.	2 reams cap, \$1, \$2; 3 reams extra letter, \$3, \$9	11 00
1860. Dec. 31	do.	1 ream super royal writing paper, ruled to pattern	25 00
1860. Dec. 31	do.	12 packs blank cards	3 00
1860. Dec. 31	do.	6 reams wrapping, 75 cents	4 50
1860. Dec. 31	do.	6 months' subscription to Evening Star, to January 1, 1860	91 92
1860. Dec. 31	do.	6 months' subscription to Baltimore Sun, to January 1, 1860	1 68
1860. Dec. 31	do.	1,000 envelopes, item 3	2 50
1860. Dec. 31	do.	1,000 envelopes, item 2	5 00
1860. Dec. 31	do.	Printing 1,000 envelopes	3 00
1860. Dec. 31	do.	6 copies Department Directory, 35 cents	2 10
1860. Dec. 31	do.	Cutting and putting away wood	3 50
1860. Dec. 31	do.	Keeping horse 3 months	51 00
1860. Dec. 31	do.	2 cords oak wood	12 00
1860. Dec. 31	do.	Times newspaper	26 00
1860. Dec. 31	do.	1 basket, 75 cents; 2 dusters, \$1 50 and \$2	4 25
1860. Dec. 31	do.	1 chair and covering seat	11 50

CONTINGENT EXPENSES OF THE

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Feb. 25	1859. Dec. 19	W. D. Shepherd	500 envelopes	\$2 50	
	1860. Jan. 3	do	2,000 envelopes and printing	9 00	
	Feb. 8	do	1,000 do	2 00	
					\$13 50
29	29	Philip Loeffler	Sawing and putting away wood		3 25
1	28	Chapin & Brother	2 cords hickory wood, \$7		14 00
9	9	H. H. Wilson	Engraving of General Washington		14 00
		Gales & Seaton	Subscription to the Intelligencer		10 00
15	8	G. M. Wight	Chair and covering seat		11 50
	3	C. Wendell	Binding 1 flat super royal Estimates of Appropriations	6 50	
	10	do	Binding 1 vol. Estimates	75	
	24	do	Ruling and binding 5-quire Register of Letters Received	7 50	
	14	do	Binding 2 vols. Constitution, 1859	6 00	
			Binding 2 vols. Intelligencer	6 00	
					26 75
16	16	A. Witzleber	Lettering 16 blocks		8 00
19	19	A. H. Campbell	Freight		2 00
22	22	Mary Shields	Making 6 dozen towels		9 00
	20	W. R. Riley & Brother	40 yards huckaback, 25 cents; 30 yards linen, 12½ cents	13 75	
			1½ dozen tape, 62½ cents; cotton, 50 cents	1 44	
					15 19
28	28	Philip Loeffler	Sawing and putting away wood		3 25
31	31	W. H. Treadway	Extra allowance for the quarter		50 00
		M. Wallingsford	do do		50 00
		Washington Gas Company	Gas consumed during the quarter		341 60
		Chapin & Brother	2 cords hickory wood, \$7		14 00
		Philp & Solomons	1 gold pen, \$1 67; (Feb. 3,) 1 gold pen, \$1 67	3 34	
1	1	do	1 gold pen, \$1 67; (March 20,) 1 gold pen, \$1 67	3 34	
7	7	do	1 gold pen, \$1 67; (March 27,) 12 gross pens, \$6	7 67	
26	26	do			

29	do.....	1 gold pen, \$1 67; (March 31,) 1 gold pen, \$1 67.....	3 34	40 49
31	do.....	1 dozen gold pens, \$20; (March 31,) 1 extra gold pen, \$3.	23 00	
	A. Adamson	New York Herald 3 months.....	-----	3 00
	Adams's Express Company	Freight.....	-----	2 00
	J W. Shields	Keeping and disbursing stationery and registering letters.	-----	25 35
	Mary Shields	Washing towels	-----	7 50
	Washington City Post Office	Postage on foreign letters	-----	1 80
Jan. 3	Blanchard & Mohun	1 gutta percha ruler, 63 cents; 3 reams note paper, \$3..	9 63	
5	do.....	2 reams envelope paper, \$1; 1 dozen quarts writing fluid, \$6.....	8 00	
12	do.....	1½ dozen knives, \$15; 1 dozen mucilage and brush, \$3..	25 50	
16	do.....	1 blank book, \$2; 1 ream letter paper, \$3	5 00	
	do.....	9 elastics, 90 cents; 2 dozen blotting boards, \$2	2 90	
	do.....	1 box eyelets	50	
March 5	do.....	2 packages note paper, \$2; 2 inkstands, \$1 25 each	4 50	
26	do.....	3 reams letter paper, \$1 50; 3 reams extra letter paper, \$3.	13 50	
	do.....	1 dozen pints ink, 20 cents; 1 dozen carmine ink, \$2....	2 20	
	do.....	½ dozen inkstands, \$2 50; 4 dozen lead pencils, 30 cents.	3 70	
	do.....	1 dozen ivory folders, \$3; 12 dozen red tape, 5 cents....	3 60	
	do.....	1 dozen mucilage and brush, \$3; 2 dozen blotting boards, \$2	5 00	
	do.....	½ pound sponge, 50 cents; 1 dozen gutta percha pencils, \$7 50	8 00	
	do.....	6 letter-press copying-books, \$10; 2 reams commercial note, \$3	16 00	108 03
	W. D. Shepherd.....	1,000 envelopes, \$2 50; 500 envelopes, \$2 50.....	5 00	
13	do.....	Printing 500 envelopes.....	1 50	
16	do.....	2,200 envelopes, and printing the same.....	13 90	20 40
31	do.....	12 Congressional Directories.....	4 50	
1859.	Taylor & Maury	Elliott's Debates, 5 vols.. \$15; Kent's Commentaries, \$15.	30 00	
Jan. 19	do.....	Tomlin's Law Directory.....	15 00	
Feb. 9	do.....	5th volume Irving's Washington.....	2 00	
Mar. 7	do.....	Vol 1 Life of Madison, \$2 25; Everett's Orations, \$3....	5 25	
May 6	do.....	Carolina Sports, by Elliott.....	1 00	
Oct. 14	do.....	Williams on Executions, \$11; Bench and Bar of South Carolina, \$5	16 00	
Nov. 21	do.....			
29	do.....			

STATEMENT—Continued.

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. April 9	1859. Dec. 1	Taylor & Maury—Continued.....	Life of Jackson, vol. 1, \$2 50; Reminiscence of Rufus Choate, \$1 50.....	\$4 00	
	1860. Jan. 4	do.....	Allibone's Dictionary.....	7 50	
	Feb. 4	do.....	Russel's War, 2 vols., \$5; Self-help, 75 cents.....	5 75	
		do.....	Snyder on Powers.....	7 50	
	28	do.....	12 Congressional Directories.....	4 50	
	Mar. 22	do.....	Worcester's Dictionary.....	7 50	
					\$110 50
10	April 1	R. S. Wigglesworth.....	Subscription to Richmond Enquirer, 2 years.....		14 00
14	1859. Oct. 22	W. H. & O. H. Morrison.....	1 volume Angel on Water Courses.....	5 50	
	Dec. 8	do.....	3 volumes Prescott's Ferdinand and Isabella.....	6 75	
	31	do.....	1 volume Gardner's Institute.....	5 00	
	1860. Jan. 6	do.....	2 American Almanacs, 1860.....	2 50	
20	April 20	W. W. Lester.....	Repairing gold pens.....		19 75
21	21	J. H. Shreve.....	Keeping horse 1 quarter.....		2 50
26	26	C. Wendell.....	Binding 18 volumes London Times.....		51 00
27	27	W. W. Lester.....	6 copies of Lester's Land Laws, at \$5.....		54 00
May 2	2	John C. Rives.....	Subscription to the Globe.....		30 00
12	12	W. W. Lester.....	2 copies of Lester's Land Laws.....		5 00
17	7	W. D. Shepherd.....	250 pamphlet envelopes.....		10 00
	9	do.....	1,000 envelopes, \$2; 1,000 envelopes, \$2 50.....	4 00	
			3,000 envelopes, \$12; printing 3,000 envelopes, \$9.....	4 50	
				21 00	
19	19	S. Disturnel.....	1 Influence of Climate.....		29 50
June 1	June 1	American Telegraph Company.....	Despatches.....		1 00
		H. Martin.....	Whitewashing one room.....		49 66
					1 00

5	1859. Dec. 19	W. A. Cahoon	1 dozen tumblers, \$1 25; 6 brooms, 50 cents; 6 pounds soap, 25 cents	5 75	11 37
13	1860. Mar. 6	do	1 brush, \$2 37; 1 basket, \$1 25; 4 ounces soda, 12½ cts.; matches, \$1 25	5 37	5 00
14	24	do	1 bucket	25	
13	June 13	J. B. DeBow	Subscription to DeBow's Review		
14	8	G. M. Wight	1 walnut sofa, \$50; 1 arm-chair, \$25	75 00	
			4 chairs, \$10 each; 1 marble-top table, \$17	57 00	
22			Deduct for old sofa	132 00	
30				10 00	
22	22	Halleck, Hale & Halleck	New York Journal of Commerce to October 8, 1860		122 00
30	30	A. Adamson	New York Herald		10 00
March 17		W. D. Wallach	Advertising proposals for stationery		3 00
June 8	17	A. Brown	4 horse-shoes, \$1; (May 10,) 4 horse-shoes, \$1	2 00	67 00
	8	do	1 horse-shoe, 25 cents; (14th,) 1 shoe, 25 cents; (18th,) 2 shoes, 50 cents	1 00	
1859.					3 00
Dec. 9	9	A. J. Joyce	1 axle-box, \$1; 1 set washers, \$1	2 00	
1860.			2 bolts, and screwing up wagon	75	
Feb. 7	7	do	1 spoke and setting tire, \$1 50; (May 30,) setting 4 tires, \$4; 4 spokes, \$2	7 50	
May 30	30	do	6 tire-bolts, 75 cents; ½ new rim, \$1 25	2 00	
June 9	9	do	1 spoke and setting tire, \$1 50; 4 tire-bolts, 50 cents	2 00	
30	30	Washington Gas Company	Gas consumed during the quarter		14 25
		J. P. Heiss	Advertising proposals for stationery		259 00
		W. H. Treadway	Extra allowance for 3 months		70 00
		M. Wallingsford	do		50 00
		J. W. Shields	Keeping and distributing stationery		50 00
		Mary Shields	Washing towels		25 00
		J. W. Shields	Registering letters, 30 cents; leather 25 cents; salt sacks, \$1 12	7 50	
		J. W. Earp	Painting and gilding 15 labels for library		1 67
		American Telegraph Company	Despatches		2 50
April 2	2	Blanchard & Mohun	12 packs blank cards, \$3; 1 gold pen, \$3		10 34
				6 00	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. June 30	1860. April 10	Blanchard & Mohun—Continued.....	2 gutta percha rulers, at 62 and 75 cents.....	\$1 37	
	28	do.....	6 reams letter paper, at \$1 50; 2 reams extra superior, at \$3.....	15 00	
	May 25	do.....	2 reams note paper, at \$3; 2 reams envelope paper, at \$1.....	8 00	
			4 reams waste paper, at 60 cts.; 12 packs blank cards, \$3.....	5 40	
			1 dozen black ink, 20 cents; 1 dozen carmine ink, \$2.....	2 20	
			1 dozen penknives, \$15; 1 pencil sharpener, \$1 50.....	16 50	
			12 dozen red tape, at 60 cts.; 12 doz. silk taste, at \$1 50.....	18 60	
			1 pound India rubber, \$1; 6 pen-holders, at 25 cents.....	2 50	
			12 dozen India rubber bands, at 50 cents; 1 hone, 50 cts.....	6 50	
	30	do.....	1 ream consular cap.....	5 00	
	June 11	do.....	2 large feather dusters, \$5; 2 baskets, \$1 50.....	6 50	
	14	do.....	2 reams wrapping paper, at \$5.....	10 00	
			1 dozen mucilage, \$3; 100 No. 80 quills, \$2 50.....	5 50	
	25	do.....	2 baskets, \$2 50; 1 ditto, 62½ cents; 1 glass inkstand, \$2.....	5 12	\$114 19
	May 9	John Alexander.....	Taking up 9 carpets and moving furniture.....	18 00	
			Taking up matting and cleaning floor.....	1 50	
			Taking down 5 sets curtains.....	3 75	
			Cleaning and packing 9 carpets, tobacco, twine, and camphene.....	22 00	
			Cleaning and packing 5 sets curtains.....	3 50	
			Washing 10 lace curtains, \$9 75; putting down oil-cloth, \$2 75.....	12 50	
			Moving furniture, \$1; sizing wall of ante-room, \$2 25.....	3 25	
	June 4	do.....	17 pieces gilt paper, at \$2 25; 3 pieces of border, at 75 cents.....	40 50	
			Hanging 17 pieces paper, at 25 cents; hanging 3 pieces border, at 50 cents.....	5 75	

11	do.....	198 yards matting, at 45 cents; 9 pieces matting binding, at 62½ cents	94 72½
		Putting down 198 yards matting, at 10 cents	19 80
		Cleaning and packing 2 carpets, \$3 50; taking up carpet, \$1	4 50
		2 fire board prints and board	6 50
		15 yards oil-cloth, at \$1 37; putting down oil-cloth, \$1 50	22 12½
		2 mats, at \$3 75; 1 mat, \$3; 1 fire-board, \$3 50	14 00
May 10	W. H. Nally	Ruling and binding 2 6-quire letter books	16 50
June 6	do.....	2 quires blotting paper	50
		Ruling and binding 4 quires medium Refundments, at \$2	8 00
		Ruling and binding 6 quires Requisitions, at \$2	12 00
		Ruling and binding 4 quires Refundments, at \$2	8 00
30	Washington city post office	Postage on foreign letters	45 00
April 6	Philp & Solomon	2 large indexes, \$1; 5 quires President's message, cap, \$2 50	17
June 25	do.....	2 gold pens and cases	3 50
			3 34
Feb. 5	A. Buchly	Fitting key to lock, &c., 1; repairing chair, \$1 25	2 25
Feb. 27	do.....	Putting up looking glass, 1; repairing chair, \$1	2 00
March 12	do.....	Putting on door springs, \$1 12; repairing 2 chairs, \$2	3 12
23	do.....	Putting on 2 sets casters, \$2 50; wagon hire, 75 cents	3 25
		Altering case, \$1; putting pigeon holes in case, \$3 75	4 75
April 3	do.....	Making mahogany book-case and putting in shelves	9 50
		Fixing door, 25 cents; putting rings on drawers, 25 cents	50
13	do.....	1½ yards blue cloth, at \$3; covering table and cornice	7 87
21	do.....	Mahogany desk, \$4; ¾ yard blue cloth, at \$3	6 00
31	do.....	Repairing desk and chairs, 50 cents	50
		Covering 4 cane-seat chairs, at 62½ cents; book rest, \$1	3 50
June 5	do.....	Covering chair seat	1 25
		Furnishing fine blue cloth to cover table	7 50
		Taking cloth and moulding off and recovering table	1 50
		Repairing chair, fixing casters, and putting on knob	1 25
		Putting on lock, 75 cents; putting on bolt, 50 cents	1 25

272 40

45 00

17

6 84

STATEMENT—Continued.

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. June 30	1860. June 5	A. Buchly—Continued	Making alterations in 2 cases, at \$3 75..... Repairing ante-room door	\$7 50 75	\$64 24
			Balance on June 30, 1860.....	-----	6,576 42 773 43
			<i>For casual repairs of the Patent Office building.</i>		7,349 85
			Appropriation act of March 3, 1859	1,500 00	
			Balance of former appropriation	3,597 17	5,097 17
July 28	July 28	Wm. A. Robertson.....	Expended thus: Cleaning and putting in order 10 furnaces and cleaning 10 flues in Patent Office building, at \$3 each.....	----- 25 00	30 00
Aug. 26	Aug. 10	William T. Dove & Co	100 feet $\frac{7}{8}$ rubber hose, at 25 cents..... 2 pair couplings, at 75 cents, \$1 50; brass hose pipe, \$3. 50 feet 2-inch hose, at 90 cents, \$45; large coupling and hose pipe, \$6	4 50 51 00	
	18	do.....	18 washers, at $12\frac{1}{2}$ cents, \$2 25; (12th,) 1 reducing coupling, \$1 50	3 75	
	19	do.....	1 large 2 $\frac{1}{2}$ -inch coupling, \$2 50; cutting hose, and put- ting on coupling, 50 cents.....	3 00	
	22	do.....	1 small coupling, 75 cents; 1 street washer, \$8..... 2 pounds solder, at 35 cents	8 75 70	
			3 feet $\frac{7}{8}$ hose, at 25 cents, 75 cents; 1 large reducing coupling, \$1 50.....	2 25	
			1 $\frac{1}{8}$ coupling	75	99 70

Sept.	21	Sept.	22	J. H. Woodfall	18 days' work by self, at repairing area wall, at east wing of Patent Office building, at \$2 75	49 50
					4½ days' work by men, at \$2 25	9 56
					17 days' work by laborers, at \$1 25	21 25
						80 31
Nov.	3		7	W. T. Dove & Co	36½ feet inch galvanized pipe, at 30 cents	9 75
			26	do.....	1 street washer, \$8; 1 1-inch cork stop and tape, \$5	13 00
			27	do.....	Plumbers and assistant, half day, \$2 25; laborers, 1 day, \$1 25	3 50
			28	do.....	Plumbers, 1 day, \$3; 2 laborers, 1 day, \$2 50	5 50
			25	do.....	Plumbers, 1 day, \$3; 1 laborer, \$1 25	4 25
		Oct.		do.....	Fire plug and hydrant, Meigs's pattern	85 00
					1 4-inch stop-cock, \$23; 2 4-inch elbows, \$3	26 00
					1 4-inch T, \$1 50; 1 drip stone, \$1 50	6 00
					Laborer, digging, setting, paving, &c., complete	45 00
						198 00
Dec.	1	Dec.	1	do.....	2 dozen new gas burners and putting on, \$2 50 per dozen	5 00
	9	April	1	George H. Varnell	Glass and glazing, 14 lights	14 00
			15	do.....	Glass and glazing, 1 light	2 00
		July	9	do.....	1 light, and furnishing 2 additional lights of thick, rubbed skylight glass	35 00
					Glass and glazing, 2 lights fancy skylight glass	12 00
		Aug.	20	do.....	Glass and glazing, 1 light	1 00
		Oct.	4	do.....	Painting executed to order of Commissioner of Patents in his room	3 00
			5	do.....	Glass and glazing, 1 light	2 50
			8	do.....	Glass and glazing, 2 lights	6 00
			19	do.....	Glass and glazing, 3 lights	7 50
			20	do.....	Glass and glazing 2 lights	50
					1 light fancy star patent enameled glass	3 00
		Nov.	11	do.....	Painting and graining case, desk and table, cases and chairs	12 00
			18	do.....	Varnishing 2 chairs, washstand, tables, &c	2 00
					Glass and glazing 12 lights	16 87
						117 37
Dec.	13	Dec.	12	James H. Woodfall	26 days' work at painting in east wing of Patent Office building, at \$2 75	71 50

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Dec. 17	1860. June 18	Myers & McGhan	Plumber and assistant, repairing water-pipe, $\frac{1}{2}$ day. -----	\$2 25	
	Aug. 15	do	do-----repairing washbasin, $\frac{1}{2}$ day -----	2 25	
	22	do	do-----altering stop-cock, $\frac{1}{2}$ day -----	2 25	
	Sept. 5	do	do-----connecting supply to tank, $\frac{1}{2}$ day -----	2 25	
	6	do	6 pounds solder, at \$1 80; 1 stop-cock, \$4 -----	5 80	
	10	do	Plumber and assistant, connecting tank, $\frac{1}{2}$ day -----	2 25	
	23	do	do-----water supply, $\frac{1}{2}$ day -----	2 25	
	24	do	do-----1 day -----	4 50	
	26	do	1 2-inch lead stop -----	4 00	
	27	do	Plumber and assistant, 1 day -----	4 50	
	28	do	2 1 $\frac{1}{2}$ -inch L. H. stop -----	12 00	
	29	do	Plumber and assistant, 1 day -----	4 50	
	30	do	do-----do-----	4 50	
	1	do	do-----do-----	4 50	
	3	do	do-----do-----	4 50	
	4	do	27 $\frac{1}{2}$ pounds lead pipe -----	2 75	
	5	do	Plumber and assistant, 1 day -----	4 50	
	6	do	do-----do-----	4 50	
	7	do	1 1-inch stop-cock and coupling, \$5; 1 box and 1 iron cover, \$2 50; plumber and assistant, 1 day, 4 50 -----	12 00	
	8	do	Plumber and assistant, 1 day, \$4 50; 63 pounds solder, at 30 cents, \$18 90 -----	23 40	
	10	do	2-inch cock, \$2; 4 feet iron pipe, 60 cents -----	2 60	
		do	35 lbs. lead, \$3 50; plumber and assistant, 1 day, \$4 50 -----	8 00	
		do	2 feet 6-inch iron pipe, at 15 cents, 37 cents; plumber and assistant, $\frac{1}{2}$ day, \$2 25 -----	2 62	

25	-----do-----	1 water-closet pan, \$1; 6 pounds putty, 30 cents; 1 pound solder, 30 cents -----	1 60	
29	-----do-----	Plumber and assistant, 1 day -----	4 50	
Dec. 12	-----do-----	Plumber and assistant, 1 day, \$4 50; 6 pounds lead pipe, at 60 cents -----	5 10	
		7 plated basin cocks, at \$5 each -----	35 00	
			194 37	
		Cr.—625 pounds lead ----- \$6 25		
		20 pounds brass, at 10 cents ----- 2 00	8 25	
Dec. 23	Langley & Co -----	1½ doz. Scotch tip gas burners, at \$2 50 per doz., and put on		\$186 12
Jan. 27	Wood & Perot -----	12½ feet iron railing for east wing of Patent Office building, at \$5 50 -----		3 75
March 19	Varnell & Finch -----	Painting and glazing 2 brick heads, basement story of Patent Office -----		68 75
		102½ feet enamel fancy glass, at 80 cents -----	30 00	
			81 80	
31 March 7	W. T. Dove & Co -----	— pounds lead, at 10 cents -----	5 88	111 80
		18 feet 3-inch iron water pipe, at 50 cents -----	9 00	
		4 feet 3-inch heavy iron bends, 225 pounds, at 4 cents -----	10 12	
		5 feet 4-inch heavy iron water pipe, at 60 cents -----	3 00	
		3 pounds solder, at 35 cents -----	1 05	
		Plumber and assistant, 5 days, at \$4 50 -----	22 50	
May 10	G. & T. Berry -----	629 superficial feet North river flagging, at 35 cents -----	220 15	51 55
		212 superficial feet 7 inches granite steps, at 78 cents -----	165 81	
19	J. Schaffer -----	13 days' work building brick walls in cellar of east wing of Patent Office building, at \$2 75 -----	35 75	
		26 days' work by laborers, at \$1 25 -----	32 50	
				385 96
				68 25
				1,478 06
				3,619 11
		Balance on July 1, 1860 -----		5,097 17

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. July 16	1859. July 11	Geo. Simpson	<i>For expense of packing and distributing the congressional journals and documents, in pursuance of the provisions contained in the joint resolution of Congress, approved January 28, 1857.</i>		
19	19	R. W. Brown	Appropriation per act of March 3, 1859	\$6,000 00	
22	22	do	Amount transferred from the State Department	20,000 00	
29	29	Adams's Express Co	Balance of former appropriations	17,435 68	\$43,435 68
30	30	J. H. Wheeler	Expended thus, to wit:		
		Wm Syphax	Making 1 stencil plate		4 00
		M. Wallingsford	Making 100 boxes for packing documents, at \$1 40		140 00
		J. E. Morse	Making 150 do at \$1 40		210 00
		Adams's Express Co	Transportation of boxes of books to sundry places		267 74
		J. H. Wheeler	Salary during July, at \$1,800 per annum		150 00
		Wm Syphax	do 600 do		50 00
		M. Wallingsford	do 700 do		58 96
		J. E. Morse	26 days' labor, at \$1 50 per day		39 00
		Adams's Express Co	Freight on package from Newport, Pa		75
		H. Peterson	Hauling 3 loads of books, at \$1 25		3 75
		Woodbury Wheeler	2 days' service, at \$1 50 per day		3 00
		Wilfred Young	18 days' service, at \$1 50 per day		27 00
		J. E. Morse	27 days' service, at \$1 50 per day		40 50
		Wm. Syphax	Salary during August, at \$600 per annum		50 00
		J. H. Wheeler	do 1,800 do		150 00
		M. Wallingsford	do 700 do		58 96
		Adams's Express Co	Freight on boxes to various places		2,535 74
		R. W. Brown	Making 170 boxes, at \$1 40 each; 1 keg of nails, \$4 50		242 50
		W. Syphax	Hauling 1 load of books, \$1 25; making paste, \$3		4 25
		J. E. Morse	18 days' labor, at \$1 50 per day		27 00
		M. Wallingsford	Salary during September, at \$700 per annum		57 08
		W. Syphax	do 600 do		50 00

Month	Date	Name	Description	Amount
July	16	J. H. Wheeler	do	1,800
		W. Wheeler	12 days' service, at \$1 50 per day	18 00
		Blanchard & Mohun	6 reams wrapping paper, at \$5; 12 pounds twine, at 45 cts.	35 40
Oct.	8	do	1 calender	50
	26	do	2 gold pens and cases, at \$2	4 00
		do	2 reams wrapping paper, at \$5; 1 penknife, \$1 25	11 25
Oct.	12	J. P. Bartholow	1 extra truck	51 15
	14	Samuel Pevoy	2 1/2 days' labor, at \$1 50 per day	6 50
		Sandy Crittenden	do	3 75
Nov.	17	Wm. Syphax	2 buckets paste, \$1; turpentine, 50 cents	3 75
	21	Adams's Express Co.	Transportation of documents, from June 27 to August 27, 1859	2 50
		R. W. Brown	1 bookcase	2,439 39
Nov.	22	Wm Syphax	Salary during October, at \$600 per annum	20 00
	30	M. Wallingsford	do	50 00
		J. H. Wheeler	do	58 96
Nov.	26	P. Thyson	do	150 00
	17	A. R. Wright	1 keg nails, \$4; May 4, 2 kegs nails, \$8	12 00
		Utah	Transportation of 1 box of books to Great Salt Lake city	90 50
Dec.	10	J. H. Wheeler	Salary during the month of November, at \$1,800 per ann.	150 00
	31	M. Wallingsford	Salary from November 1 to 8, at \$700 per annum	15 22
		Wm. Syphax	Salary for month of November, at \$600	50 00
Dec.	10	Adams's Express Co.	Transportation of documents	589 96
	31	J. H. Wheeler	Salary during the month of December, at \$1,800 per ann.	150 00
		Wm. Syphax	do	50 00
Jan.	31	J. H. Wheeler	Salary during the month of January, at \$1,800 per ann.	150 00
		Wm. Syphax	do	50 00
		C. S. Whittlesey	2 marking brushes	1 00
Feb.	8	Wm. Syphax	Hauling books, \$2; 1 bucket paste, \$1	3 00
	14	J. H. Wheeler	Salary during the month of February, at \$1,800 per ann.	150 00
	29	Wm. Syphax	do	50 00
March	31	Adams's Express Co.	Transportation of books	155 22
		Wm. Syphax	do	373 19
		T. S. Burr	Salary during March, at \$600 per annum	50 00
April	11	J. H. Wheeler	Salary from February 28 to March 31, at \$900 per ann.	81 59
		I. E. Hassler	Salary during March, at \$1,800 per annum	150 00
			27 volumes of Gales & Seaton's debates	55 00

CONTINGENT EXPENSES OF THE

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. April 30	1860. April 30	J. H. Wheeler	Salary during April, at \$1,800 per annum	-----	\$150 00
		T. S. Burr	do ----- 900 ----- do -----	-----	75 00
		Wm. Syphax	do ----- 600 ----- do -----	-----	50 00
May 15	May 15	Adams's Express Co.	Transportation of books	-----	903 80
23	23	R. W. Brown	Making 50 boxes, at \$1 25	-----	62 50
29	29	do	Making 152 boxes, 21 feet each, at 5 cents	\$159 60	
			Allowing 15 cents additional for each box for nails, &c.	22 80	
			1 keg nails	4 00	
31	31	T. S. Burr	Salary during May, at \$900 per annum	-----	186 40
		Wm. Syphax	do ----- 600 ----- do -----	-----	75 00
		J. H. Wheeler	do ----- 1,800 ----- do -----	-----	50 00
June 8	June 30	B. W. Quinlan	Making 100 boxes, at \$1 20 each	-----	150 00
30		W. Wheeler	4 days' service, at \$1 50	-----	120 00
		W. Fisk	Congressional Globe	-----	6 00
		T. S. Burr	Salary during June, at \$900 per annum	-----	1 25
		J. H. Wheeler	do ----- 1,800 ----- do -----	-----	75 00
		Wm. Syphax	do ----- 600 ----- do -----	-----	150 00
		do	Paste	-----	50 00
				-----	2 00
			Balance on July 1, 1860	-----	11,607 86
				-----	31,827 82
			Appropriation for blank books, binding, stationery, fuel, and lights, and miscellaneous items, including two of the daily city newspapers, to be filed, bound, and preserved for the use of the Indian Office.	-----	43,435 68
			Amount of appropriation per act March 3, 1859	5,000 00	

		Balance of former appropriations		1,245 63	6,245 63
1859.	1859.	Expended thus, to wit:			
July 30	July 20	Richard Gallagher	22 keys, 25 cents; one pair door knobs, 25 cents.	-----	5 75
Aug. 11	Aug. 11	R. W. Silvey	Repairing 4 pair shears	-----	1 00
15	15	Elizabeth Clements	Hemming 50 towels, 18 $\frac{3}{4}$ cents	-----	9 37
30	1	W. H. Upperman	36 pounds sperm candles, at 58 cents	-----	20 88
31	31	Wallace Eliot	$\frac{1}{2}$ pound sponge	-----	3 00
Sept. 13	Sept. 13	Henry Coleman	Services during August, attending privy	-----	40 43
15	18	Walter Godey	Ice from January 1 to August 31	-----	58 75
27	27	W. H. Upperman	10 pound castile soap	-----	2 00
28	9	Samuel McKnight	1 mahogany table and desk	-----	97 45
		C. Wendell	Making 1 index to reservation books	-----	5 00
	12	do	Making one Morocco tag alphabet for same	-----	2 00
	6	do	Backing 22 sheets Abstracts	-----	1 50
			Binding 3 volumes Abstracts and Reports	-----	8 50
	9	do	Ruling 460 Reports, \$1 15; ruling 460 Accounts Current, \$1 15	-----	2 30
	24	do	Making and binding 12 Alphabet Indexes, \$2	-----	24 00
		do	Printing, ruling, and binding, 10-quire demy Alphabet of Accounts of Superintendents	-----	20 00
			Ruling and binding 7-quire medium Regulations and Decisions, at \$2 per quire	-----	14 00
			10 days' service removing books	-----	77 30
	30	Wm. Dawson	1 cake cobalt blue, 63 cents; 4 sheets drawing paper, \$1	-----	17 50
	5	Blanchard & Mohun	Backing drawing paper on canvas, \$5; $\frac{1}{2}$ dozen folders, \$1 50	4 63	
	6	do	1 ream letter paper, \$3; 3 reams letter paper, \$1 50	6 50	
	12	do	2 reams large wrapping, \$5; 1 ream envelope paper, \$1	7 50	
			6 dozen penholders, at 25 cents; 500 envelopes, \$1 50	11 00	
			3 dozen lead pencils, 90 cents; 1 gutta percha ruler, \$1	3 00	
			3 gutta percha rulers, 75 cents; 1 dozen blotting boards, \$1	1 90	
			1 gold pen and case, \$2; 1 gutta percha pencil, 62 cents	3 25	
			5 sheets American drawing paper	2 62	
	13	do	2 dozen drawing pencils, 75 cents; 1 bottle drawing ink, 25 cents	5 00	
			6 engineer's pencils, \$1; 2 spring inkstands, \$1	1 75	
				2 00	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Sept. 30	1859. July 15	Blanchard & Mohun—Continued.	2 pencils, 25 cents; 1 brush, 62 cents.	\$0 87	
	18	do.	1 pair dividers, \$2 50; 1 pair scissors, 88 cents.	3 38	
	19	do.	2 dozen carmine ink, \$4; 1 dozen inkstands, \$3.	7 00	
			100 large envelopes, \$1; 500 letter envelopes, \$2.	3 00	
			12 dozen red tape, 5 cents; 6 gutta percha pencils, \$4 50.	5 10	
			6 dozen silk taste, \$1 50; 6 inkstands, \$2 50.	11 50	
			2 patent inkstands, \$1 25; 1 dozen penknives, \$15.	17 50	
	20	do.	6 reams wrapping paper, 65 cts.; 1 gold pen and case, \$2.	5 90	
	23	do.	1 large gold pen and case, \$3; 3 gold pens and cases, \$2.	9 00	
	3	do.	6 pencils, \$1; 1 large piece of eraser, 25 cents.	1 25	
	4	do.	1 dozen erasers, \$3; 5 reams letter paper, \$3.	18 00	
			500 envelopes, \$2; 1 dozen mucilage, \$3.	5 00	
			6 pounds sealing wax, 75 cents; 12 pieces of silk ribbon \$2 50.	7 00	
			5 quires blotting paper, 6 cents; 1 dozen penknives, \$7 50.	7 56	
	5	do.	1 memorandum book.	63	
	10	do.	4 paint saucers, 50 cents; 1 cake carmine, \$1 25.	1 75	
			2 cakes colors, 50 cents; 1 penknife, \$1 25.	1 75	
	13	do.	1 blank book, \$1; 1 large sable brush, \$3.	4 00	
	15	do.	1 dozen patent erasures \$6; 1 gold pen and case, \$2.	8 00	
	17	do.	2 pair scissors, 8 cents; 1 ream extra cap, \$3.	3 08	
	18	do.	1 ream extra letter, \$3; 1 dozen lead pencils, 30 cents.	3 30	
			2 blank books, \$3 50; 1 India ink, 75 cents.	4 25	
	23	do.	2 pieces ink erasure, 25 cents; 5 reams cap paper, \$3.	15 25	
	30	do.	1 ream envelope paper, \$1; 10 reams waste paper, 65 cents.	7 50	
			Sponge, \$2 50; 100 sheets paper and ruling, \$9.	11 50	
			1 drawing pen.	1 50	
	8	do.	2 sheets drawing paper, \$2; 1 large brush, \$1 50.	3 50	
			100 drawing pens, \$5; 6 sheets tracing paper, 30 cents.	5 30	
	26	do.	8 reams extra cap, \$3; 3 dozen lead pencils, 30 cents.	24 90	

DEPARTMENT OF THE INTERIOR.

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STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Dec. 22	1859. Oct. 4	C. Wendell—Continued	Binding 3 vols. Miami Reservation.....	\$3 00	
	28	do	Backing and binding 15 township plats, Winnebago Reserve	5 25	
	Nov. 21	do	Backing and binding 9 township plats, Lac Court Oreille ..	4 00	
	29	do	Ruling and binding 8 quires imperial Indian Appropriations, \$4 75.....	38 00	
	3	do	Binding 3 volumes estimates	8 00	
	5	do	Making 2 side titles for estimates.....	1 50	
		do	1 printed label on book for estimates.....	1 50	
					\$68 50
31	Oct. 1	Blanchard & Mohun	5 reams common note paper, \$3; 5 extra letter, \$3.....	30 00	
	7	do	1 dozen penknives, \$15; 2 dozen red ink, \$4.....	19 09	
	21	do	12 gutta-percha pencils, \$7 50; 1 box quill pens, 50 cts.	8 00	
	26	do	2 dozen glass inkstands, \$2 50; 6 drawing pencils, 50 cts.	3 00	
	31	do	50 sheets writing paper, 6 cents; ruling same, \$1 50.....	4 50	
	Nov. 1	do	6 reams large brown wrapping paper, \$5.....	30 00	
		do	1 dozen carmine ink, \$2; 1 penknife, \$2 25	4 25	
		do	50 sheets paper, and ruling same.....	4 50	
		do	1 dozen black sand, \$1 50; 1 dozen mucilage, \$3.....	4 50	
		do	1 dozen quarts mucilage, \$9; 2 dozen blotting boards, \$1	11 00	
	8	do	1 dozen silk taste, \$1 50; 1 dozen black ink, 20 cents..	1 70	
	9	do	4 engineer's pencils, 50 cents; 2 water colors, 88 cents..	1 38	
	19	do	6 reams letter paper, \$3; 3 dozen lead pencils, 30 cents.	18 90	
		do	2 dozen silk taste, \$1 50.....	3 00	
		do	4 reams letter paper, hand made, \$4 50.....	18 00	
		do	1 dozen ink saucers, \$1; 1 dozen ink, 20 cents.....	1 20	
		do	1 dozen carmine ink, \$2; 6 spools tape, \$1 25.....	9 50	
		do	12 dozen red tape, 60 cents; 5 reams waste paper, 75 cts	4 35	
	3	do	1 mapping pen, 75 cents; 4 dozen silk taste, \$1 50.....	6 75	
		do	Sponge, \$1 50; 1 blank book, \$1 25	2 75	

13	do.....	1 French curve, 50 cents; tracing paper, 25 cents.....	75
30	do.....	6 glass inkstands.....	3 00
	do.....	1 dozen packages black leads.....	3 00
		3½ dozen penknives, \$15.....	52 50
Sept. 1	Sibley & Guy.....	2 pails, \$1 25; 1 dozen tacks, 75 cents; 1 brush, 38 cts.....	245 53
Aug. 4	C. W. Roteler.....	2 dozen tumblers.....	2 38
Nov. 29	Barnes & Mitchell.....	26 yards satin-laine, \$2; 52 yards blue calico, 20 cents.....	2 25
		4 cornices, \$5; 4 sets lace curtains, \$4 50.....	62 40
		4 pair curtain hooks, \$3; 4 pair loops, \$1.....	38 00
			16 00
Dec. 31	Mary Draine.....	Washing towels.....	116 40
	D. C. Davis.....	11 days' labor, \$2.....	13 80
	Walter Godey.....	Ice.....	22 00
	Wm. Dawson.....	Attending furnace.....	31 87
	Henry Coleman.....	Cleaning privies.....	50 00
July 13	Middleton & Beall.....	12 cakes soap, 12½ cents; ¼ dozen large brooms, \$2.....	50 00
Nov. 28	do.....	12 cakes soap, 12½ cents; 1 hair broom, \$1 50.....	3 50
			3 00
Dec. 22	W. H. Upperman.....	36 pounds sperm candles, 58 cents.....	6 50
Nov. 5	John Alexander.....	Making 4 sets cornice hooks, and hanging.....	20 88
		Making, lining, and hanging 4 sets curtains.....	3 75
			25 00
Oct. 17	W. H. Harrover.....	Franklin stove, \$14; zinc, \$2 25; shovel and tongs, \$1 62.....	28 75
1860.			17 87
Jan. 4	American Telegraph Co.....	Despatches.....	7 86
31	William Dawson.....	Services as furnace keeper in January.....	50 00
	Wallace Eliot.....	2 dozen soap, \$3; oxalic acid, 75 cents; sweet oil, \$1.....	4 75
Feb. 4	W. H. Upperman.....	36 pounds sperm candles, 58 cents.....	20 88
25	W. A. Robertson.....	Sweeping chimney, &c.....	2 50
16	American Telegraph Co.....	Despatches.....	6 78
29	Henry Coleman.....	Attending privy, &c.....	50 00
16	Samuel McKnight.....	Three bookcases, at \$45.....	135 00
	William Dawson.....	Attending furnace.....	50 00
Jan. 25	Kennedy & Pugh.....	10 pounds castile soap, at 20 cents, \$2; 4 pounds palm soap, at 37½ cents, \$1 50.....	3 50
		6 bars palm soap, at 16 cents, 96 cents; 1 gross German matches, \$3 50; ¼ dozen brooms, \$3.....	7 46
			10 96

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Mar. 15	1860. Mar. 15	Samuel McKnight	1 mahogany bookcase.....	\$45 00	
March 16	Jan. 3	C. Wendell.....	Repairing bookcase	6 25	\$51 25
			Making 2 side titles and 1 printed label on Estimates ...	3 00	
	10	do.....	Transferring tags on Register of Letters	50	
	16	do.....	Binding 1 vol Estimates	75	
	20	do.....	Ruling and binding 6-quire medium Record of Treaties, &c.	12 00	
	8	do.....	Ruling 460 Abstract of Disbursements.....	1 15	
Feb.	17	do.....	Lettering 12 vols. Statutes at Large.....	3 00	
	23	do.....	do.....do.....do.....	3 00	
March	9	do.....	100 pieces of boards, cut to pattern	1 00	
	12	do.....	Printing, ruling, and binding 6-quire demy Claims, Russia ends and bands, \$12, and set of tags, \$2.....	14 00	41 40
26	16	Samuel McKnight	13 $\frac{3}{8}$ yards blue cloth, at \$3 50.....	6 68	
			Putting the same on desk	1 50	
			Bench for desk	2 25	
31	26	John Wesley Shorter.....	Services as laborer in removing books and paper		10 43
	31	William Dawson.....	Services, as fireman and attending furnace, for March.....		1 50
		Mary Draine	Washing 22 $\frac{1}{2}$ dozen of towels, at 60 cents per dozen		50 00
1859. Jan. 31	1859. Jan. 31	Taylor & Maury	American Almanac, 1859, bound.....	1 25	13 50
1860. Jan. 10	1860. Jan. 10	do.....	American Almanac, 1860, bound.....	1 25	
Feb. 28	Feb. 28	do.....	12 Congressional Directories	4 50	
		do.....	6 Blue Books.....	21 00	
March 2	March 2	do.....	6 Congressional Directories	2 25	30 25

Date	Particulars	Debit	Credit	Balance
1859. Oct. 7	Philp & Solomon			
Nov. 23	do			
Dec. 20	do			
1860. Jan. 7	do			
9	do			
16	do			
Feb. 3	do			
7	do			
20	do			
March 2	do			
23	do			
Jan. 6	W. D. Shepherd			
23	do			
Feb. 11	do			
March 10	do			
1859. Dec. 7	John Richey			
1860. Feb. 6	Blanchard & Mohun			
Jan. 4	do			
5	do			
6	do			
27	do			
28	do			
31	do			
Feb. 7	do			
8	do			

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. April 27	1860. Feb. 10 13 23	Blanchard & Mohun—Continued..... do..... do.....	1 bottle blue ink, 2 cents; 1 ream letter paper, \$1 50 .. 2 dozen silk taste..... 2 dozen black ink, at 20 cents; 1 ream wrapping paper, \$5	\$1 52 3 00 5 40 4 25 5 70	
			2 dozen blotting boards, \$2; 5 pounds twine, at 45 cents. 24 dozen red tape, at 5 cents; 12 dozen extra long and wide, \$4 50.....	6 25 1 00 7 00 12 00	
	25 29	do..... do.....	6 glass inkstands, at 50 cents; 1 portfolio, \$1 75; 1 dozen braid, \$1 50	6 25 1 00 7 00	
	March 3	do.....	1 stick india ink, 50 cents; 1 cake water colors, 50 cts.. 1 ream wrapping paper, \$5; 1 dozen carmine ink, \$2..... 2 reams letter paper, at \$3; 2 reams foolscap, at \$3	12 00	
		do.....	1 dozen red and blue pencils, \$1; 1 ream large glazed paper, \$1.....	12 00 60	
	9 10	do..... do.....	1 ream wrapping paper	2 40	
	14 19	do..... do.....	2 sheets drawing paper, at \$1; 2 engineers' pencils, 40 cts. 1 ream super letter paper, \$3; 1 dozen erasers, \$3; 1 dozen mucilage, \$3	9 00 1 75 3 50	
	23	do.....	1 writing pad, \$1; 1 writing pad, 75 cents..... 1 dozen carmine ink, \$2; 1½ lb. sponge, \$1 50..... 5 bundles tissue paper, at 60 cents; 6 dozen taste, \$9 .. 6 brushes, \$1; 6 quarts writing fluid, at 75 cents..... 5 reams letter paper, at \$3; 1 slate, \$1; 1 dozen car- mine, \$2.....	12 00 5 50 18 00 8 25	\$243 29
April 30	April 27 30	T. W. Fowler	1 inkstand, 75 cents; ½ dozen penknives, \$7 50.....		2 10
		Wm. Dawson	6 copies of Department Directory.....		50 00
		Henry Coleman.....	Services as furnace tender.....		50 00
May 1	30	American Telegraph Company	Services cleaning privies		21 72
			Despatches.....		

5 00
20 88
20 00
50
25

John C. Rives	Subscription to the Globe	55 17½
W. H. Upperman	36 pounds sperm candles, at 58 cents	152 22½
W. W. Lester	4 copies Lester's Land Laws, at \$5	66 00
James Skirving	1 tin document case	18 05
John Atwell	Fixing cock for water cooler	3 95
S. McKnight	367½ superficial feet dovetail carcass, double cases, at 15 cents	10 10
	1,522½ 4-4 shelving and divisions, at 10 cents	4 09
	898 grooves, cut, at 5 cents; 220 scollops on divisions, at 10 cents	86
	300½ superficial feet of dressed, tongued, and grooved back, at 6 cents	16 57
	39½ line feet of plain base to case, at 10 cents	24 94
	36½ feet of cornice, at 25 cts; 4 mitres to ditto, at 25 cts.	11 04
	40½ feet 4-4 dovetailed and moulded frieze	12 00
	8½ feet beam, at 3 cts.; 19½ feet of joint strips, at 3 cts.	2 09½
	67½ feet 4-4 square panel door, at 20 cents; 76 feet cock head rebates, at 4 cents	1 48
	207½ superficial feet of moulded skeleton sash-doors, at 12 cents	16 14
	48 pairs small butts, put on, at 20 cents; 48 knobs, put on, at 3 cents	152 80
	24 case locks, put on, at 25 cents; 48 flush bolts, put on, at 12 cents	4 50
	34½ feet of nosed division between cases, at 6 cents	5 00
	22½ feet pinning strips, at 3 cents; 39½ feet nosing on shelf, at 2 cents	17 00
	269 feet lining of glue joints to board shelving, at 6 cts.	36 58½
	3,056 feet prime white pine furnished, at 5 cents	32 00
	Hauling, \$1 50; 12 pounds nails, at 5 cents; 6 gross screws, at 40 cents	6 43
	4 dozen 3-inch flush bolts, at 75 cts.; 4 doz. pearl knobs, at 50 cents	
	2 dozen case door-locks, at \$5; 4 dozen brass butts, at \$1 75	
	48½ yards oak graining in oil and varnish, at 75 cents	
	64 lights, 17X19, No 1 glass, and glazing, at 50 cents	
	Commission for measuring, at 2 per cent, \$12 86, half	

7 May 7
16 16
18 18

649 95

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. May 23	1860. May 23	M. E. Fowler.....	2 signs, 28 inches long, at \$7.....	-----	\$14 00
24	24	Wesley Shorter.....	2 days' service moving furniture.....	-----	2 00
28	28	A. Witzleben.....	16 yards blue tape.....	-----	16
		Wesley Shorter.....	Shaking 6 carpets, at \$2; taking up carpets, &c., \$5....	\$17 00	
			Putting down matting, \$1; cartage, \$2; tobacco, 75 cts.	3 75	
31	31	Wm. Dawson.....	Attending furnace 1 month.....	-----	20 75
1	1	Goddard & Godey.....	Varnishing cases.....	-----	50 00
2	2	M. E. Fowler.....	Altering 6 signs, at \$3.....	-----	10 00
7	7	F. Taylor.....	4 American Almanacs.....	-----	18 00
19	19	Wesley Shorter.....	Washing 24 windows and cleaning rooms.....	-----	5 00
		S. McKnight.....	Repairing, varnishing, and making pigeon-holes.....	-----	24 00
			Covering, with blue cloth, 1 desk.....	20 25	
			1 stool for standing desk.....	7 63	
				1 50	
30	30	W. H. Nally.....	Ruling and binding 8 7-quire medium Register of Letters Received, at \$2 per quire.....	112 00	29 38
			8 sets tags for same, at \$1 50.....	12 00	
			Ruling and binding 5½ quires super royal book, at \$3 50 per quire.....	19 25	
				-----	143 25
		Blanchard & Mohun.....	3 reams super cap, at \$3; 3 dozen lead pencils, at 30 cts.	9 90	
			1 gutta-percha pencil, 62 cts.; 2 sheets drawing paper, \$2.	2 62	
			3 sheets tracing paper, extra.....	75	
			24 yards tracing linen, at \$1; 1 dozen gutta-percha pen- cils, \$7 50.....	31 50	
			1 dozen glass inkstands, \$5; 2 large round needles, 25 cts.	5 25	
			1 set Statutes at Large, 12 volumes.....	48 00	
			3 reams foolscap, at \$3; 12 quarts ink, 20 cents.....	9 20	
			2 reams wrapping paper, at \$5.....	10 00	

May	4	-----do-----	2 dozen blotting boards, at \$1; 5 reams waste paper, at 60 cents.....	5 00
			1 pair scissors, 4 cents; 1 eyelet machine, \$3 50; 1 box eyelets, 50 cents.....	4 04
	14	-----do-----	3 reams letter paper, at \$3; 6 dozen silk taste, at \$1 50.....	18 00
			1 ream super royal writing paper, \$22; ruling to pattern, \$3.....	25 00
			3 reams large wrapping paper, at \$5.....	15 00
	16	-----do-----	1 sheet antiquarian paper, \$1; 1 bottle glue, 25 cents.....	1 25
	18	-----do-----	1 ream despatch cap, \$7 50; 6 doz. lead pencils, at 30 cts.....	9 30
			1 dozen red and blue pencils, \$1; 1 gold pen, \$3; 2 sheets antiquarian paper, \$2.....	6 00
	21	-----do-----	$\frac{1}{2}$ ream legal cap, \$1; 6 engineers' pencils, \$1.....	2 00
June	16	-----do-----	10 gutta-percha pencils, \$6 25; $\frac{1}{4}$ ream super cap, \$1 50.....	7 75
			6 doz. pen-holders, at 25 cts.; 6 paper weights, at 75 cts.....	6 00
			4 reams congressional note paper, at \$3; 3 rulers, at 62 $\frac{1}{2}$ cts.....	13 88
			12 gutta percha rulers, \$6; 2 reams letter paper, at \$3; 1 ream French letter paper, \$4.....	16 00
			1 ream thin note, \$3; 3 pair shears, 25 cents; 3 pair scissors, 12 cents.....	3 37
	15	-----do-----	6 penknives, at \$15 per doz; 1 glass inkstand, 42 cents.....	7 92
	19	-----do-----	2 reams extra cap, at \$3; 5 reams waste paper, at 60 cents; 1 ream cap, \$3.....	12 00
	27	-----do-----	2 sheets antiquarian drawing paper.....	2 00
May	1	John Alexander	Putting down 128 yards matting, at 10 cents; 7 pieces matting binding, at 62 $\frac{1}{2}$ cents.....	17 17 $\frac{1}{2}$
			Taking up 5 old matting carpets, \$7 50; moving furniture, \$7 50.....	15 00
June	19	-----do-----	Putting down 220 yards matting, at 10 cents; 9 pieces binding, 62 $\frac{1}{2}$ cents.....	27 62 $\frac{1}{2}$
			107 yds matting, at 45 cts.; 8 pieces binding, at 62 $\frac{1}{2}$ cts.....	53 15
			Putting down 107 yards matting, at 10 cents; 2 fire-boards, \$3 50 each.....	17 70
			Putting down oil-cloth in 7 rooms.....	9 00
May	18	Sibley & Guy	1 dozen papers tacks.....	139 65
	29	Calif. rnia Express Company	Messages.....	62
June	30	S. McKnight	2 step-ladders, at \$12, \$24; 1 stand for punch, \$1 50.....	10 00
		W. Dawson	Service attending furnace.....	25 50
				50 00
				271 73

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. June 30	1860 June 30	Henry Coleman Mary Draine Gales & Seaton T. B. Brown	Service attending privy Washing towels One year's subscription to Intelligencer 1 arm-chair and cushion	 	\$50 00 15 00 10 00 6 50
			Balance, July 1, 1860		4,615 90 1,629 73
			<i>For contingent expenses of Pension Office, stationery, binding books, furniture and repairing the same, and miscellaneous items, including two city daily newspapers in the Pension Office.</i>		6,245 63
			Appropriation, act March 3, 1859 Balance of former appropriations Proceeds of sale of old carriage	\$10,000 00 5,602 70 13 16	
			Expended thus, to wit:		15,615 86
July 14	Feb. 12	Anthony Buchly	Putting divisions in case	1 25	
			Case with pigeon-holes and doors, painted and grained	25 00	
	14	do	Putting knobs on door of case	50	
	22	do	Cherry bookcase, with glass doors, \$55; repairing chairs, &c., \$1 25	56 25	
			Repairing chair and putting on casters, \$1 25; fixing chairs, \$1 25	2 50	
			4½ yards blue cloth to cover tables, at \$2 75	12 37	
			Covering 3 tables, at \$1, \$3; putting hook on door, 25 cents	3 25	

28	do	Repairing 2 chairs, \$1 37; putting cane seat in chair, 87 cents	2 24	217 91
Mar. 17	do	2 table covers, at \$1 75, \$3 50; repairing door of case, \$1 25	4 75	22 50
28	do	Repairing 2 chairs, \$1; furnishing cover and covering arm-chair, \$2 25	3 25	10 00
April 5	do	Stuffing and recovering chair cushion, \$1 50; repairing desk drawer, 50 cents	2 00	2 12
11	do	9½ yards red enamelled canvas to cover screen, at 75 cts	7 13	1 50
20	do	Making 4 frames for screen and covering same	10 00	
	do	Making cushion for chair	2 00	
	do	Mahogany book-rest, \$1; ditto, extra size, \$1 25	2 25	
	do	Putting caster on chair, 25 cts.; making 2 cherry strips, &c., \$1 25	1 50	
	do	Nailing ladder together, 15 cts.; putting in 2 cane seats, at 75 cents, \$1 50	1 65	
May 30	do	Repairing revolving chair, 50 cents; restuffing and re-covering chair cushion, \$2	2 50	
	do	Putting cane seat in chair, 75 cents; 5 yards enamelled canvas, at 63 cents, \$3 15	3 90	
June 7	do	Putting cane seat in arm-chair, \$1; covering 2 large tables, at \$1 25, \$2 50	3 50	
20	do	Cushion for chair, \$1 50	1 50	
	do	1¾ yards hair-cloth, at \$1 40, \$2 45; 12 springs, at 12½ cents, \$1 50	3 95	
24	do	Repairing and upholstering sofa	4 00	
	do	Rubbing down and varnishing sofa, \$1 50; wagon hire, \$1	2 50	
	do	1¾ yards blue cloth, at \$3, \$5 25; covering table, \$1 25	6 50	
	do	Table and case, \$45; 2 yards blue cloth and covering table, \$6	51 00	
	do	Putting hook on door, 30 cts.; fitting key to lock, 37 cts	67	
July 30	Charles Hibbs	Hire of one horse for month of July for use of office		
Aug. 8	Sophia Hibbs	Washing 20 dozen towels		
30	Thomas C. Barnes	4 dozen soap, \$2; 2 cakes soap, 12 cents		
1	James Kelly	Repairing water buckets, \$1; repairing water cooler, 50 cts		
Sept. 8	John B. Turton	Removing rack, and furnishing new hook	75	
	do	Taking down and removing large cases, altering and putting back do	7 62	

CONTINGENT EXPENSES OF THE

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Sept. 1	1859. July 23	John B. Turton—Continued.....	Putting up 2 window shades	\$2 00	
			Putting 2 new cords to same.	1 00	
			Taking down 6 doors from front of case.....	75	
	Aug. 27	-----do.	Cutting off the legs of a table	63	
					\$12 75
2	July 6	W. G. Bitner	Key to drawer, 25 cents; 6 locks on desk, \$4 50; 2 catches for drawer, 25 cents.....	5 00	
	19	-----do.	New casters on chair.....	50	
	25	-----do.	Opening door and repairing lock	75	
	Aug. 25	-----do.	Repairing lock and catch on door.....	50	
	31	-----do.	2 new locks on drawer, \$1 50; 2 keys on desk, 50 cts.....	2 00	
					8 75
	Sept. 2	Gales & Seaton	Daily National Intelligencer, from Nov. 22, 1858, to Nov. 22, 1859.....		10 00
12	1	Charles Hibbs.....	Hire of 1 horse for mouth of August for use of office.....		20 00
		Sophia Hibbs.....	Washing towels (20 dozen) for use of office, at 50 cents.....		10 00
22	27	C. Wendell.....	Ruling, faint and red, 300 Pension Office blanks	1 50	
	25	-----do.	Rebinding vol. 9, Act of 1852.....	3 00	
			Repairing 3-letter Index, Florida and Kentucky.....	1 00	
			Repairing 2 vols Act of 1855, W., Nos. 1 and 2.....	1 00	
	27	-----do.	Rebinding one volume.....	2 00	
			Rebinding 1 vol. Act of 1855, M., No. 2.....	2 00	
	5	-----do.	Rebinding Register R, XV.....	2 00	
	6	-----do.	Rebinding Register B, X.....	2 00	
	8	-----do.	Rebinding Register M, X.....	3 00	
			Rebinding 1 vol. Act of 1855, R.....	2 00	
			Binding 1 vol. Letters, June, No. 305, \$2; 2 sets tags, \$4.....	6 00	
	16	-----do.	Rebinding 1 vol. Act of 1855, S, No. 1.....	2 00	
	20	-----do.	Ruling and binding 4-quire demy Re-examined Cases, at \$1 50 per quire.....	6 00	

Aug.	5	do	Lettering 5 vols. Muster and Pay-rolls, 3 titles each	3 75	
	15	do	Binding 1 vol. letters, July, No 306	2 00	
	24	do	Repairing 6 alphabets, with new backs and sides	1 50	
July	1	Andrew J. Joyce	1 fine boat wagon	40 75	
1858.				250 00	
Dec.	14	F. Germiller	Repairing harness	15	
	29	do	do collar and reins	75	
1859.					
Jan.	28	do	do harness	25	
Feb.	1	do	do do	12	
	22	do	do reins	25	
March	10	do	do shaft tug	25	
	15	do	Hame tugs and bridle	50	
May	21	do	Repairing harness	25	
	28	do	New set harness	25 00	
June	7	do	Repairing harness	75	
	14	do	Buckles for collars	50	
Sept.	6	William A. Brown	6 pounds sperm candles, at 62½ cents	28 77	
	30	Sophia Hibbs	Washing 20 dozen towels for use of office	3 75	
Aug.	22	Franklin Philp	2 gold pen-holders	1 67	
	23	do	12 gross pens, at 50 cents	6 00	
Sept.	25	do	Gold pen and holder	3 34	
	30	Charles Hibbs	Hire of 1 horse for the month of Sept. for use of office	11 01	
		Washington City Post Office	Postage on foreign letters, &c, from July 1 to September 30, 1859	22 50	
July	2	Blanchard & Mohun	3 penknives, at \$1 25, \$3 75; 2 reams extra superfine letter paper, at \$3, \$6	9 75	
			2 dozen David's carmine ink, at \$2 50, \$5; 1 ream pink blotting paper, 25 cents	5 25	
			4 dozen patent blotting boards, at \$1	4 00	
Aug.	2	do	3 penknives, at \$1 25, \$3 75; 3 dozen Faber's pencils, at 30 cents, 90 cents; 1 Post Office Directory, \$1	5 65	
	18	do	10 reams letter paper, at \$1 50, \$15; 500 letter envelopes, \$2	17 00	
			1 pound sealingwax, 75 cents; 1 penknife, \$1 25	2 00	
	24	do	3 dozen pen-holders, 75 cents; ½ dozen sponge, 50 cents	1 25	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859 Sept. 30	1859. Sept. 1	Blanchard & Mohun—Continued.....	4 doz. blotting boards, at \$1, \$4; 1 doz. David's carmine ink, \$2 50.....	\$6 50	
	7	do.....	2 reams buff envelopes.....	2 00	
	15	do.....	1 penknife.....	2 00	
	23	do.....	5 reams commercial note, \$15; 1 dozen David's carmine ink, \$2 50.....	17 50	
			3 doz. pen-holders, 75 cents; 1 pound sealingwax, 75 cts.	1 50	
			1 gutta-percha pencil, 75 cts.; 12 boxes leads, 75 cts.---	1 50	
	26	do.....	15 rms. letter paper, at \$1 50, \$22 50; 3 rms. flat cap, \$3.	25 50	
			1 pair extra fine scissors.....	50	\$101 90
Oct. 19	Aug. 19	W. D. Shepherd.....	500 white envelopes, item 3, at \$2 50.....	1 25	
	20	do.....	10,000 buff canary envelopes, item 1, at \$4.....	40 00	
	21	do.....	500 white envelopes, item 3, at \$2 50.....	1 25	
	23	do.....	1,000 white envelopes, item 4, at \$2.....	2 00	
	24	do.....	1,500 buff canary envelopes, item 1, at \$4.....	6 00	
			1,000 buff envelopes, item 2, at \$5.....	5 00	
			500 canary envelopes, item 1, at \$4.....	2 00	
			Printing 500 white envelopes, item 3, at \$3.....	1 50	
			Printing 10,000 buff canary envelopes, item 1, at \$3.....	30 00	
			Printing 1,500.....do.....item 1, at \$3.....	4 50	
			Printing 1,000.....do.....item 2, at \$3.....	3 00	
			Printing 500.....do.....item 1, at \$3.....	1 50	
Nov. 1	Oct. 15	Magnetic Telegraph Company.....	Despatch.....		98 00
2	Nov. 1	Sophia Hibbs.....	Washing 20 dozen towels, at 50 cents.....		1 22
		Charles Hibbs.....	Hire of 1 horse for month of October.....		10 00
4	4	George W. Bowman.....	Subscription for Constitution, from April 11, 1859, to April 11, 1860.....		20 00
26	Sept. 21	C. Wendell.....	Covering 350 file boards.....	5 25	6 00

Oct.	11	do	1 25
	28	do	2 00
Nov.	1	do	5 00
	14	do	2 00
	22	do	6 00
			225 00
			246 50
			10 00
			20 00
			2 00
Dec.	5	Sophia Hibbs	
	10	Charles Hibbs	
	15	A. H. Voss	
		Hooe, Brother & Co.	
Jan.	4	do	16 65
	5	do	6 67
	29	do	5 75
June	2	do	11 88
		Do	11 39
		at \$1 25	
Oct.	31	do	3 00
Dec.	12	do	35 44
	14	do	5 00
			95 78
	22	C. Wendell	
			2 62
	10	do	2 00
			8 00
	12	do	63
	13	do	5 00
	14	do	8 00
			26 25
			212 00
			50 00
July	6	W. G. Bitner	
	19	do	5 00
	25	do	50
Aug.	25	do	75
	31	do	50
			2 00
			8 75

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Dec. 31	1859. Aug. 31 Dec. 10 13 Aug. 18	Charles Hibbs American Telegraph Company William A. Brown Anthony Buchly	Hire of 1 horse for December Despatches 6 pounds sperm candles, at 62½ cents Making frame for chair seat Putting in 2 cane seats in chairs Putting new frame in chair Putting on set of brass casters Varnishing, repairing, and putting casters on chairs Making alteration in desk Furnishing and putting on 2 brass tumbler locks, at \$1 Repairing fall of desk and putting on new cloth Damask to cover arm-chair Covering arm-chair Putting new arm in chair, and repairing, rubbing, and varnishing Altering writing case	 \$1 50 1 75 1 50 1 00 1 50 1 25 2 00 1 50 2 75 1 75 3 75 1 00	\$22 50 5 43 3 75
	27 Sept. 15 Oct. 24 29	do do do do	6 spittoons, \$2 25; 1 hatchet, 50 cents 1 paper 24-ounce tacks, 12 cents; 1 paper 10-ounce tacks, 8 cents 1 paper 6-ounce tacks, 6 cents; 5 pounds potash, 62 cents 1 thumb brush, 62 cents; 1 pint boiled oil, 13 cents; flax, 6 cents 4 pounds wax candles, \$2 50; 2 pounds tallow candles, 16 cents 2 chamber water buckets, at \$1 25 6 water buckets, at 31 cents, \$1 86; 4 pounds soap, at 8 cents, 32 cents 2 scrubbing brushes, at 25 cents, 50 cents; bowl and pitcher, \$1 37	2 75 20 68 81 2 66 2 50 2 18 1 87	21 25
	Feb. 19 21	P. Thyson do			
	March 28	do			
	April 29 May 27	do do			

July	12	-----do-----	3 pounds assorted nails, 15 cents; small bottle sweet oil, 13 cents-----	28
Oct.	3	-----do-----	2 bars soap, at 12 cents-----	24
Nov.	18	Joseph W. Nairn-----	Glycerine soap, \$1 50; 3 dozen musk B. W. soap, \$5 25.	6 75
	26	-----do-----	1 1/4 dozen honey soap, 63 cents; 20 packs, 100 cakes, palm soap, \$5-----	5 63
Oct.	24	John B. Turton-----	Making footboard, 4 feet 6 inches long, for room 96-----	1 00
Nov.	4	-----do-----	Altering writing desk and bookcase in room 92-----	1 75
May	2	George R. Hall-----	Mending tire, \$1; new hub, \$3-----	4 00
	27	-----do-----	4 tire bolts, 50 cents; mending step, 50 cents-----	1 00
July	2	-----do-----	2 new spring plates, \$2; 4 bolts, \$1-----	3 00
		-----do-----	Cutting one tire, \$1; 6 bolts, 75 cents-----	1 75
Oct.	3	Blanchard & Mohun-----	3 reams note paper, at \$3. \$9; 2 pounds sealingwax, \$1 50.	10 50
	4	-----do-----	10 pounds gum arabic, \$10; 1 dozen folders, \$3; 1 dozen erasers, \$3-----	16 00
			4 dozen pencils, at 30 cents, \$1 20; 1/2 dozen pair shears, 50 cents-----	1 70
			6 gutta-percha rulers, at 62 1/2 cents, \$3 75; 1 long gutta-percha ruler, \$1-----	4 75
Nov.	27	-----do-----	2 reams brown wrapping paper-----	10 00
	10	-----do-----	1/2 ream extra foolscap-----	1 50
	14	-----do-----	1 rubber inkstand, \$1 25; 2 bottles fluid ink, 40 cents--	1 65
	15	-----do-----	1 extra 6-blade knife-----	3 00
	22	-----do-----	6 dozen blotting boards, \$6; 10 pounds twine, at 45 cents, \$4 50-----	10 50
			French pump inkstand-----	1 25
			3 reams extra white letter, at \$3, \$9; 4 reams flat foolscap, at \$1, \$4-----	13 00
	30	-----do-----	2 corkscrews, 75 cents; hatchet, 75 cents; brushes, 50 cents	2 00
Dec.	1	-----do-----	1/2 ream note paper, \$1 50; 1 memorandum book, 50 cents.	2 00
	5	-----do-----	1 dozen mucilage, \$3; 1 dozen erasers, \$3-----	6 00
	17	-----do-----	5 reams extra letter, at \$3, \$15; 5 dozen taste, \$7 50; 3 dozen pencils, 90 cents-----	23 40
			1 dozen everpoint pencils, \$2; 1 dozen glass inkstands, \$5-----	7 00

CONTINGENT EXPENSES OF THE

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Dec. 31	1859. Dec. 17 Dec. 21	Blanchard & Mohun—Continued.....do.....	1 dozen erasers, \$3; 2 pen racks, 80 cents..... 5 reams wrapping paper, at \$5, \$25; 7 dozen penknives, at \$15, \$105..... 1 dozen sponge, \$1 00; 5 pounds candles, \$2 75.....	\$3 80 130 00 3 75	\$251 80
	Nov. 22 Dec. 1 9 20	Franklin Philp.....do.....do.....do.....	12 gross pens, 50 cents..... 5.....do..... 5.....do..... 12.....do.....	6 00 2 50 2 50 6 00	
	6 31	W. D. Shepherd..... William Martin	1,000 envelopes, \$5, and printing same, \$3..... 2 copies American Almanac.....	----- -----	17 00 8 00 2 50
1860. Jan. 19 21	1860. Jan. 18 21	do..... Thomas W. Fowler	15 copies Congressional Directory, at 37½ cents..... 10 copies Department Directory, at 35 cents.....	----- -----	5 62 3 50
31	1858.	American Telegraph Company.....	Forwarding despatches.....	-----	81
Feb. 7	1860. Feb. 1 7	Charles Hibbs..... Sophia Hibbs	Hire of horse for January..... Washing 20 dozen towels for January, at 50 cents.....	----- -----	20 00 10 00
10 25	----- Jan. 20	W. H. Boyd	2 Washington Directories.....	-----	4 00
		W. D. Shepherd.....	10,000 envelopes, item 1, at \$4..... Printing same.....	40 00 30 00	70 00 3 76
29 6	Feb. — March 1	American Telegraph Company..... Charles Hibbs..... Sophia Hibbs.....	Forwarding messages	----- ----- -----	20 00 10 00
7	1859. Dec. 14 28	C. Wendell	Rebinding Register B, of 14th set, and T, of 15th set .. Repairing 3 vols. of 2-letter Index.....	4 00 75	10 00

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. March 31	1860. Feb. 1	Blanchard & Mohun—Continued	4 reams extra bath letter paper, at \$3.	\$12 00	
	8	do.....	3 reams note paper, at \$3	9 00	
			1 dozen Dovell's writing fluid, \$6; 6 dozen ivory tipped pencils, at \$1	12 00	
	13	do.....	6 dozen pen-holders, at 37½ cents, \$2 25; 6 dozen pen-holders, at 25 cents, \$1 50	3 75	
			12 quarts Walden's ink, at 62 cents, \$7 50; half ream Bath letter paper, \$1 50	9 00	
	28	do.....	1 dozen propelling pencils, \$2; 1 dozen boxes long pencil leads, 75 cents	2 75	
			10 reams letter paper, at \$1 50, \$15; 3 reams legal cap, at \$2, \$6	21 00	
			1 dozen mucilage and brush, \$3; 1 dozen ivory folders, \$3	6 00	
	March 1	do.....	1 gutta percha pencil	63	
	5	do.....	3 reams extra plain letter paper, at \$3	9 00	
	12	do.....	6 dozen blotting boards, at \$1, \$6; 3 reams envelope paper, at \$1, \$3	9 00	
			1 portable copying press	1 25	
	21	do.....	1 dozen propelling pencils, \$2; 5 pounds gum arabic, at \$1, \$5	7 00	
	22	do.....	1 spring eraser	25	
	30	do.....	2 dozen Green's ink erasers	2 00	
	17	W. A. Brown	6 pounds sperm candles, at 62½ cents		\$174 23
	31	American Telegraph Co.	Despatches		3 75
		Washington City post office	Postage on foreign letters, from January 1, to March 31, 1860		9 85
	1	W. D. Shepherd	3,000 envelopes and printing same	21 00	95
			6,000 envelopes and printing same	42 00	

30			500 white envelopes.....	2 00	65 00
			Aranging and lettering 193 volumes documents.....	24 12	
			Printing, ruling, and binding 5 6-quire super royal Gen- eral Index to Revolutionary Pensions, full Russia, at \$4 50 per quire.....	135 00	
			Furnishing paper, and printing, and ruling half ream super royal paper.....	20 00	
			Washing 20 dozen towels in April, for use of Pension Office, at 50 cents per dozen.....	179 12	
			Hire of horse for the month of April, for use of Pension Office.....	10 00	
			City Post Office Directory.....	20 00	
			1 Clayton's quarto Diary, 1860.....	6 00	
			2 pair office scissors.....	1 50	
			25 copies Gardner's Dictionary of the Army.....	2 25	
			50 copies Congressional Directory.....	75 00	
			25 Blue Books.....	18 75	
			25 copies Congressional Directory.....	87 50	
			27 boxes pens, at 50 cents.....	9 37	
			3 gold pens and cases, at \$1 67.....	13 50	
			1 gold pen and case.....	5 01	
			1.....do.....	1 67	
			1.....do.....	1 67	
			3 boxes pens.....	1 67	
			38.....do.....	1 50	
			16.....do.....	19 00	
			1.....do.....	8 00	
			Forwarding messages.....	50	
			Washing 20 dozen towels, at 50 cents per dozen.....	52 52	
			Forwarding message, G. C. Whitney to William Dunbar, Mt. Vernon, 79 words.....	7 68	
			Hire of 1 horse for use of Pension Office, for month of May.....	10 00	
			6 gross common matches, at 50 cents.....	8 51	
			3 dozen boxes camphiated matches, at 50 cents.....	20 00	
May 1	April 30	Sophia Hibbs.....			
		Charles Hibbs.....			
2	Aug. Dec. Feb.	Taylor & Maury.....			
		do.....			
		do.....			
		do.....			
		do.....			
		do.....			
	March 2	do.....			
March 31	Jan.	Philp & Solomon.....			
	19	do.....			
	20	do.....			
	23	do.....			
	1	do.....			
	Feb.	do.....			
	12	do.....			
	March 27	do.....			
	29	do.....			
May 26	April 2	American Telegraph Co.....			
June 1	May 31	Sophia Hibbs.....			
	10	American Telegraph Co.....			
	31	Charles Hibbs.....			
8	Feb. 2	C. S. Whittlesey.....			
				3 00	
				1 50	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. June 8	1860. May 20	C. S. Whittlesey—Continued.....	1 dusting brush	\$0 75	\$7 00
	28	do.....	1 iron stone china basin and pitcher.....	1 75	15 00
9	June 9	Joseph Reese.....	Papering 2,500 boards for files.....	-----	283 50
14	May 28	Claggett & Dodson.....	189 yards 8-4 cocoa matting, at \$1 50	-----	150 00
22	June 22	John N. Ford	Making 5,000 file-boards, at \$30 per 1,000	-----	10 00
30	June 30	Gales & Seaton	Daily National Intelligencer from November 22, 1859, to November 22, 1860.....	-----	10 00
		Sophia Hibbs.....	Washing 20 dozen towels, at 50 cents.....	-----	10 00
	12	Charles Hibbs	Hire of horse for month of June.....	-----	22 50
	April 2	American Telegraph Co	Despatches.....	-----	1 07
	2	Blanchard & Mohun	2 punches, \$1 25; 1 hone, \$1; 5 reams extra super letter paper, \$15	-----	
	3	do.....	5 dozen lead pencils	17 25	
			1 ream blue medium writing paper.....	1 50	
			Ruling ditto red, and fit to pattern.....	10 00	
	12	do.....	5 reams extra super letter paper	3 50	
	31	do.....	3 dozen silk braid	15 00	
	3	do.....	1 pump inkstand.....	4 50	
	May 29	do.....	5 reams extra super letter paper	1 25	
			12 dozen blotting boards, \$12; 2 dozen erasers, \$6	15 00	
			12 dozen red tape, 60 cents; 3 dozen silk taste, \$4 50....	18 00	
	June 6	do.....	5 dozen lead pencils, \$1 50; 1 dozen mucilage and brush, \$3.....	5 10	
		do.....	12 spools red tape	4 50	
	9	do.....	1 dozen propelling pencils.....	15 00	
			5 pounds gum-arabic.....	2 00	
	30	do.....	12 dozen extra wide tape.....	5 00	
			3 boxes pens, at 50 cts.; (May 6,) 12 boxes pens, at 50 cts	4 80	
	April 3	Philp and Solomon		7 50	122 40

1859. Dec. 31	May 3	do.....	8 boxes pens, at 50 cts.; gold pen and case, \$1 67.....	5 67	
1860. March 31	29	do.....	3 dozen india-rubber pens, \$1 50; 12 boxes pens, at 50 cts.	7 50	
	2	do.....	File, 18 cents; 5 boxes pens, at 50 cents; 4 dozen pens, 17 cents.....	2 85	3 50
	20	W. D. Shepherd	500 envelopes, \$2; printing ditto, \$1 50	3 50	
	30	do.....	600 envelopes, \$24; 4,000 envelopes, \$20.....	44 00	
			Printing 10,000 envelopes.....	30 00	
	11	do.....	2,000 envelopes, \$5; 1,000 envelopes, \$2.....	7 00	
	28	do.....	Printing 2,000 envelopes.....	6 00	
			do.....	5 00	95 50
		L. F. Clark	Upholstering.....		27 34
		Sophia Hibbs.....	Washing towels		10 00
			Balance on July 1, 1860		4,271 63
					11,344 23
					15,615 86
			<i>Contingent expenses of the Pension Office: For engraving and retouching plates for bounty land warrants, printing and bind- ing the same, stationery, blank books for register's office, fur- niture, and miscellaneous items.</i>		
			Appropriation per act March 3, 1859	10,000 00	
			Balance of former appropriations.....	673 44	
			Refunded by S. C. Boynton	225 00	10,898 44
1859. July 7	1859. July 6	W. A. Johnson.....	Expended thus, to wit:		
		James P. Tustin	Salary as clerk, from July 1 to 6, at \$1,600 per annum..	26 08	
		John A. Hunnicutt	do.....do.....	26 08	
		K. F. Page.....	do.....do.....\$1,400 per annum..	22 82	
		C. S. Butts.....	do.....do.....\$1,200 per annum..	19 56	
		J. D. B. Littell.....	do.....do.....	19 56	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. 7 July	1859. 6 July	J. V. A. Shields.....	Salary as clerk from July 1 to 6, at \$1,200 per annum..	\$19 56	
		E. L. Corbin	do.....do.....	19 56	
		C. Bernie	do.....do.....	19 56	
		H. Hungerford	do.....do.....	19 56	
		James M. Park	do.....do.....	19 56	
		J. F. Keenan	do.....do.....	19 56	
		W. C. Lindsey.....	do.....do.....	19 56	
		W. Darmon.....	do.....do.....	19 56	
		Eilbeck Mason.....	do.....do.....	19 56	
		G. D. C. Hibbs.....	Salary as messenger from July 1 to 6, at \$700 per annum..	11 41	
	7	Charles Syphax.....	Salary as laborer from July 1 to 7, at \$600 per annum..	11 41	
26	19	A. R. Sparks	Per diem and mileage as special agent from June 27 to July 17, 1859, in the investigation and prosecution of frauds supposed to have been perpetrated by Elijah M. Joslin and George A. Munroe, in Wisconsin, viz: 2,228 miles' travel, at 10 cents per mile	222 80	
			6 days' detention at Milwaukee, at \$3 per day.....	18 00	
			11 days' detention at Madison, at \$3 per day.....	33 00	
				273 80	
Aug. 15	Aug. 15	S. C. Boynton	Mileage, per diem, horse and carriage hire, as special agent in examining the claim of Rebecca Manhart, widow of John, under 2d section act February 3, 1853: 734 miles' travel, from Washington to Canandaigua, New York, and back	73 40	
			4 days' hire of horse and carriage, from Elmira to Van Etterville and Spencer, New York, and back, at \$3....	12 00	
			15 days' detention at Canandaigua, Elmira, Van Etterville, &c., at \$3	45 00	
				130 40	

\$339 04

273 80

130 40

Aug. 22	K. F. Page	Services as special agent in the investigation of bounty land frauds upon Pension Office, rendered between July 4 and August 20, 1859, at \$3 per day, and 10 cents per mile for travelling: 40 days, at \$3..... Travel from Washington to Concord, N. H., 503 miles, at 10 cents..... Travel from Concord to Bellows Falls, 109 miles..... Travel from Windsor to Peackam, and back, 140 miles..... Travel from Windsor to Washington, D. C., 478 miles..... Telegraph to Commissioner of Pensions.....do.....do..... Expenses in going to New York city as special agent in the investigation of suspected frauds, &c, and returning, as follows, viz: 464 miles travel, at 10 cents..... One day's detention.....	120 00 50 30 10 90 14 00 47 80 1 21 1 10	245 31
Sept. 15	I. N. Prior	do.....do..... Expenses in going to New York city as special agent in the investigation of suspected frauds, &c, and returning, as follows, viz: 464 miles travel, at 10 cents..... One day's detention.....	46 40 3 00	49 40
Oct. 28	David P. Perkins	Services as special agent to State of Michigan and New York on investigation of frauds practiced on Pension Office, to wit: Mileage through Wheeling, Cleveland, and Detroit to Alamo, Michigan, 870 miles, at 10 cents..... Mileage from Alamo, through Kalamazoo, Detroit, Suspension Bridge, Albany, and New York, to Washington, 1,064 miles..... Detention at Kalamazoo from 5th to 10th October, 6 days, at \$3..... Detention at Detroit 1 day..... Detention at Auburn, N. Y., 1 day..... Detention at Albany, N. Y., 7 days.....	87 00 106 40 18 00 3 00 3 00 21 00	238 40
Nov. 18	K. F. Page.....	Services as special agent of Pension Office, rendered between September 27 and November 16, 1859, in ferreting out bounty land frauds in the States of Mississippi and Vermont, at \$3 per day and 10 cents per mile: 44 days' detention, at \$3.....	132 00	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Nov. 18	1859. Oct. 20	K. F. Page—Continued.....	Travel from Washington to Bellows Falls, Vermont, 454 miles..... Travel from Bellows Falls to Colair, Vermont, 113 miles. Travel from Colair to Rutland, Vermont, 115 miles Travel from Rutland to Boston, Mass., 166 miles Travel from Boston to Marblehead, Mass., and returning, 40 miles..... Travel from Boston to Fall River, Mass., and returning, 108 miles..... Travel from Boston to Leominster, Mass., and returning, 92 miles..... Travel from Boston to South Abington, Mass., two trips, and returning, 84 miles Travel from Boston to Washington, D. C., 468 miles..... Travel from Boston to Providence, R. I., and returning, 88 miles..... Money paid Benjamin Meriam, city marshal of Roxbury, Massachusetts, for 17 days' service of M. Clark, at \$2. Money paid N. D. Gould for examining papers with names of Dyer, Luther, Paddleford and Clark and Standish attached Telegraph to Commissioner of Pensions..... Services as special agent to North Carolina and Georgia to investigate frauds, &c.: Mileage from Washington, D. C., to Raleigh, N. C., Greensboro', Augusta, Ga., Atlanta, Cleveland, Tenn., and Murphy, N. C., 1,116 miles, at 10 cents..... Travel back to Raleigh, by same route, 800 miles..... Travel from Raleigh to Wilmington, 132 miles.....	\$45 40 11 30 11 50 16 60 4 00 10 80 9 20 8 40 46 80 8 80 34 00 3 00 2 43 — 111 60 80 00 13 20	\$344 23
Dec. 7		David P. Perkins.....			

Nov. 16	do.....	Travel from Wilmington to Washington, 380 miles.....	38 00
	do.....	Detention at Greensboro' from 10th to 14th November, 5 days, at \$3.....	15 00
	do.....	Detention 1 day at Atlanta.....	3 00
Nov. 23	do.....	Detention at Murphy, from 18th to 21st November, 4 days, at \$3.....	12 00
	do.....	Detention at Cleveland, 1 day.....	3 00
	do.....	Detention at Greensboro', 25th to 28th November, 4 days, at \$3.....	12 00
	do.....	Detention at Raleigh, 29th November to 2d December, 4 days, at \$3.....	12 00
Dec. 3	do.....	Detention at Wilmington 1 day.....	3 00
			302 80
20	L. Peyton.....	Travel as special agent, between the 20th September and 27th October, 1859, from Washington to Nashville, Tenn., 850 miles, at 10 cents per mile.....	85 00
		From Nashville to Grand Junction, 332 miles.....	33 20
		From Grand Junction to Jackson, and back, 100 miles..	10 00
		From Grand Junction to Nashville, 332 miles.....	33 20
		4 days at Nashville, \$12; hack hire, \$5.....	17 00
		Omnibus, \$1; buggy at Jackson, \$6.....	7 00
		Omnibus at Jackson, \$1; 25 days at Jackson, \$75.....	76 00
		1 day at Lynchburg, \$3; 1 day at Knoxville, \$3 ..	6 00
		Omnibus at Richmond, \$1; hack at Washington, \$1 50..	2 50
		Omnibus at Knoxville.....	1 00
		Travel from Nashville to Washington, 850 miles ..	85 00
			355 90
2	do.....	Travel as special agent from Washington to Augusta, Georgia, 668 miles ..	66 80
		Travel from Augusta to Savannah, 132 miles.....	13 20
		Travel to Brunswick, 143 miles ..	14 30
		Travel back to Washington, 943 miles.....	94 30
		23 days at Savannah.....	69 00
		Omnibus at Richmond and Augusta ..	2 00
		Buggy at Thunderbolt.....	4 00
		Boat hire at Wilmington.....	3 00
		Hack to the boat at Washington.....	1 50
		Omnibus at Petersburg, \$1; telegraph despatch, \$1 65 ..	2 65

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. Dec. 27	1859. Dec. 7	Robert P. Dick	Services rendered at the request of the Commissioner of Pensions in investigating the case against N. G. Howard for frauds on Pension office: 11 days, from 15th to 25th November, 1859..... Mileage from Greensboro' to Murphy, N. C., 1,438 miles. Money paid in obtaining special deputy for arrest of N. G. Howard	\$55 00 143 80 82 00	322 80
			Money paid in obtaining a suitable guard in same case .. Investigating pension cases in Wilmington, N. C., 3 days. Mileage to and from Raleigh to Wilmington, 264 miles . In case United States vs. N. B. Horn, in 1857, which has not been paid: Mileage to and from Raleigh to Goldboro', 96 miles	15 00 2 50 15 00 26 40 1 00 9 60	\$267 30
29	29	J. E. Talbot.....	Services as special agent, between 20th November and 24th December, 1859: 1,046 miles travel, from Washington, D. C., to Pontotoc, Miss., at 10 cents per mile..... 575 miles travel from Pontotoc to Indianapolis, Ind. 73 miles travel from Indianapolis to Crawfordsville, Ind. . 93 miles travel from Crawfordsville to Nashville, Ind. 102 miles travel from Nashville to Indianapolis, Ind. 720 miles travel from Indianapolis to Washington, D. C. . 15 days' detention during trip, at \$3 per day	104 60 57 50 7 30 9 30 10 20 72 10 45 00	408 80
31	28	K. F. Page.....	Services as special agent, between December 1 and 25, 1859: 19 days' detention, at \$3 per day..... Travel from Washington to Boston, Mass., and returning, 930 miles, at 10 cents	57 00 93 60	306 00

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Feb. 24	1860. Jan. 11	American Bank Note Co.—Continued...	Binding 8 books, at \$3 25.....	\$26 00	\$226 50
			Expressage on paper received.....	50	
March 22	March 9	L. Peyton.....	Travel as special agent from Washington to Philadel- phia, 142 miles, at 10 cents	14 20	
			Hack hire at Philadelphia.....	4 50	
			Travel from Philadelphia to Baltimore, 102 miles.....	10 20	
			Hack hire and omnibus at Baltimore.....	4 00	
			Travel via Philadelphia to Pittsburg, 455 miles.....	45 50	
			Hack hire at Pittsburg.....	13 00	
			Paid detective at Pittsburg	10 00	
			Travel from Pittsburg to Philadelphia, 353 miles.....	35 30	
			Hack hire at Philadelphia, \$9; and travel to New York, 90 miles, \$9	18 00	
			Hack hire at New York, \$4; and travel to Boston, 236 miles, \$23 60.....	27 60	
			Hack hire at Boston, \$6; and travel to Bangor, 244 miles, \$24 40.....	30 40	
			Hack hire at Bangor, \$3; and travel to New York, 480 miles, \$48.....	51 00	
			Hack hire at New York, \$6; and travel to Ellsworth, 506 miles, \$50 60.....	56 60	
			Sleigh and horses, \$10; and travel to Calais, 100 miles, \$10.....	20 00	
			Travel from Calais to Bangor, 126 miles.....	12 60	
			Travel from Bangor to Washington, 712 miles.....	71 20	
			Hack hire at Washington	3 00	
			Paid Detective Allen.....	10 00	
			36 days' detention at different points, at \$3.....	108 00	545 10

31	April	5	K. F. Page.....	Services as special agent from Washington, D. C., to Boston, Mass., and return, 936 miles, at 10 cents.....	93 60
				Travel from Boston to Taunton, Mass., and return, 70 miles, at 10 cents.....	7 00
				Detention 13 days, at \$3.....	39 00
					139 60
	April	17	L. Peyton.....	Travel and per diem as special agent of the Pension office between March 30 and April 8, 1,808 miles, at 10 cents	180 80
				3 days' detention, at \$3 per day; omnibus, \$1.....	10 00
					190 80
	May	14	D. T. Jenks	Travel and per diem from Washington to Pittsburg and return, 746 miles, at 10 cents; 1 day's detention, \$3.....	77 60
		15	W. W. Lester	10 copies of Lester's Land Laws, at \$5	50 00
		29	S. C. Boynton	Travel from Washington, D. C., to Binghamton, N. Y., 896 miles, at 10 cents; 8 days' detention, at \$3.....	113 60
				Travel from Washington to Albany, 752 miles, at 10 cents; and 7 days' detention, at \$3.....	96 20
	June	4	K. F. Page.....	Travel from Washington to Berkley, Mass., and back, 1,014 miles, at 10 cents; and 14 days' detention, at \$3.....	143 40
		9	D. P. Perkins	Travel to New York and back, 2 trips, 928 miles, at 10 cents; travel from New York to Charleston, 104 miles, at 10 cents; 16 days' detention, at \$3.....	181 20
		15	E. R. Chase.....	Travel from Washington to Kalamazoo and other places in Michigan, 3,198 miles, at 10 cents; 28 days' detention, at \$3.....	403 80
				Sealing military bounty land warrants.....	50 00
		30	J. W. Shields.....	Travel from Washington to Boston, 936 miles, at 10 cents; and 4 days' detention, at \$3.....	105 60
			K. F. Page.....	Travel from Washington to New York, Albany, and Canandaigua, 1,196 miles, at 10 cents; and 9 days' detention, at \$3.....	146 60
			D. P. Perkins		
				Balance on July 1, 1860.....	8,114 47
					2,783 97
					10,898 44

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1859. July 30	1859. July 30	Thomas D. Bond.....	<i>Contingent expenses of Land Office: For fuel, lights, and incidental expenses attending the same, including pay of furnace keeper.</i>		
Aug. 31	Aug. 31	do.....	Appropriation per act March 3, 1859	\$3,000 00	
Sept. 2	July 7	T. J. & W. M. Galt.....	Balance of former appropriations.....	2,216 94	
	Sept. 1	do.....	Expend thus, to wit:		\$5,216 94
		Thomas D. Bond.....	Salary for the month of July	60 00	
		do.....	Salary for the month of August.....	60 00	
		T. J. & W. M. Galt.....	10 tons coal, at \$5 50.....	55 00	
		do.....	Putting away same.....	4 00	
		do.....	206 $\frac{380}{2240}$ tons coal, at \$5; putting away, \$82 48.....	1,113 32	
		Thomas D. Bond.....	Salary for the month of September.....	60 00	
		Washington Gas Company.....	Gas consumed during the quarter.....	220 05	
		Charles Honesly.....	20 bushels charcoal, at 25 cents.....	5 00	
		do.....	21 bushels charcoal, at 25 cents.....	5 25	
		E. F. Turner.....	Putting away 10 cords wood, at 50 cents.....	5 00	
		Thomas D. Bond.....	Salary for the month of October.....	60 00	
		T. J. & W. M. Galt.....	5 cords oak wood, 3 lengths; 5 ditto, 2 lengths.....	61 25	
		O. Hodges.....	33 $\frac{1}{2}$ bushels charcoal, 25 cents.....	8 37	
		Thomas D. Bond.....	Salary for the month of November.....	60 00	
		James F. Streeks.....	32 $\frac{1}{2}$ bushels charcoal, 20 cents.....	6 50	
		E. Turner.....	Putting away 10 cords wood, 50 cents.....	5 00	
		T. J. & W. M. Galt.....	10 cords oak wood, \$6 25.....	62 50	
		Thomas D. Bond.....	1 ring for chair brace	50	
		do.....	Leading and facing seal die.....	1 00	
		do.....	Splicing furnace poker.....	50	
					2 00

31	do.....	Salary for the month of December.....	60 00
28	James Streeks.....	46 barrels of charcoal, at 25 cents.....	11 50
31	Washington Gas Company.....	Gas consumed during the quarter.....	279 90
1860.			
Jan. 20	T. J. & W. M. Galt.....	10 cords oak wood, 3 pieces, at \$6 50.....	65 00
19		5 cords oak wood, 2 pieces, at \$6 25.....	31 25
20	Elbert Turner.....	Stowing away 15 cords wood, at 50 cents.....	96 25
24	James Streeks.....	34 barrels charcoal, at 25 cents.....	7 50
31	B. W. Reid.....	1 gross patent matches.....	8 50
	T. D. Bond.....	Services as furnace tender for month of January.....	3 00
28	W. H. Harrover.....	1 tin screen, \$5 75; 2 feet, and putting on the same, 63 cts.....	60 00
4	do.....	Screen, \$8 50; time putting up, \$2 25; set brick for stove, \$3 25.....	6 38
7	do.....	18½ pounds fireboard, at 25 cents, \$4 56; 18 pounds pipe, \$4 50; 2 stoves, \$34.....	14 00
9	do.....	Repairing bucket, 25 cents; 42½ pounds Russia fireboard, at 25 cents, \$10 62.....	43 06
10	do.....	18½ pounds Russia pipe, at 25 cents.....	10 87
11	do.....	Shovel and poker, 50 cents; bottoms in two buckets, 75 cents, \$1 50; 2 hods, \$3 36.....	4 69
12	do.....	1 14-inch radiator, \$17; cylinder stove, \$14.....	5 36
20	do.....	39 pounds pipe, 25 cts., \$9 75; 2 elbows, 25 cts., 50 cts.....	31 00
	do.....	Repairing screen, 75 cents; coal hod, 38 cents.....	10 25
	do.....	Sheet screen, 14 + 20, \$7 50; 2 14-inch radiators, at \$17, \$34.....	1 13
			41 50
15	do.....	49 barrels charcoal, at 25 cents.....	168 24
24	T. J. & W. M. Galt.....	5 cords wood, 2 pieces, \$30; 5 cords wood, 3 pieces, \$31 25.....	12 25
25	E. Turner.....	Stowing away 10 cords wood, at 50 cents.....	61 25
29	Thomas D. Bond.....	Salary as furnace keeper for February.....	8 00
20	W. T. Dove & Co.....	36 patent gas burners, at 50 cents.....	60 00
29	Martin Donohoo.....	7 days' services in attending fires, at \$1 25.....	18 00
12	E. Turner.....	Storing in 10 cords sawed wood, at 50 cents.....	8 75
16	T. J. & W. M. Galt.....	5 cords wood, 3 pieces, \$6 25.....	5 00
		5 cords wood, 2 pieces, \$6.....	31 25
			30 00
23	James Streeks.....	28 barrels charcoal, at 25 cents.....	61 25
31	T. D. Bond.....	Salary as furnace tender for March, 1860.....	7 00
			60 00

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. March 31	1860. March 31	Washington Gas Company..... T. J. & W. M. Galt.....	Gas consumed from January 1 to April 1, 1860..... 54 tons coal, at \$5 75..... 5 cords oak wood, 2 pieces, \$6..... 5 cords oak wood, 3 pieces, \$6 25.....	----- \$310 50 30 00 31 25	\$545 90
	April 4	Elbert Turner.....	Storing 54 tons coal, at 50 cents..... Storing 10 cords wood, 50 cents.....	27 00 5 00	371 75
April 30 May 31 June 30	30 31 30	T. D. Bond.....do.....do.....	Salary as furnace tender for April..... Salary as furnace tender for May..... Salary as furnace tender for June.....	----- ----- -----	32 00 60 00 60 00 60 00
			Balance on June 30, 1860.....	-----	3,976 28 1,240 66
			<i>For cash system and military patents under laws prior to September 28, 1850, patent and other records, tract books and blank books for this and the district land offices, binding plats and field-notes, stationery, furniture, and repairs of same, and miscellaneous items, including two of the city daily newspapers; also for contingent expenses, in addition, under swamp land acts of September 28, 1850, military bounty land acts of September 28, 1850, and March 22, 1852, and act of August 31, 1852, for the satisfaction of Virginia land warrants, contingent expense of Land Office.</i>	-----	5,216 94
			Amount of appropriation per act March 3, 1859	62,000 00	

DEPARTMENT OF THE INTERIOR.

July	12	July	12	Thos. A. Hendricks.....	Balance of former appropriations.....	39,184 63	<u>127,272 47</u>
					Transfer from contingent in addition, &c.....	26,026 62	
					Sale of old furniture.....	61 22	
					Expended thus, to wit:		
					Travel from Washington to St. Paul, 2,663 miles, at 10		
					cents per mile.....	266 60	
					6 days' detention, at \$3 per day.....	18 00	
					Paid for administering affidavits.....	3 50	
						288 10	
					Sweeping flues of furnace.....	3 00	
					Carriage hire for 2 hours.....	2 00	
					Making platform to desk, \$1; (13th,) envelope pattern,		
					75 cents.....	1 75	
					Making 50 map rollers.....	2 50	
					Making stand for letter press, \$10; 1 dozen book rests, \$6.	16 00	
					Repairing desk, 50 cents; making box, \$3; 2 hand-		
					bearers, \$10	13 50	
						33 75	
					Washing towels.....	9 00	
					do.....	5 50	
					Scavenger	10 00	
					Additional allowance as messenger.....	11 79	
					Caning 6 chairs, 62½ cents.....	3 75	
					Despatches	116 18	
					Printing, ruling, and binding 103 6-quire medium Cash		
					System Records, full bound, at \$2 50 per quire	1,545 00	
					Printing, ruling, and binding 203 1-quire medium Ab-		
					stract of Lands sold, \$2 25 per quire.....	456 75	
						2,001 75	
					Subscription to De Bow's Review.....	5 00	
					Paging 103 Cash System Records, 6 quires each, 12½ cts.	77 25	
					Paging 20 miscellaneous volumes.....	15 00	
						92 25	
					Making and laying 37 yards carpet, at 15 cents.....	5 55	
					Thread, 50 cents; removing and replacing furniture, \$2.	2 50	
					Making and laying 182½ yards carpet, 15 cents.....	27 37	
					Thread for ditto, \$2 50; removing and replacing furni-		
					ture, \$6	8 50	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Aug. 12	1860. Mar. 8 May 27	L. F. Clark—Continueddo.....	Dressing building in mourning..... 20½ yards cocoa matting, 62½ cents..... 6 yards English oil-cloth, \$1 25	\$15 00 12 81 7 50	
			Laying oil-cloth, 75 cents; sewing and laying 20½ yards matting, \$2 56	3 31	
			Taking up old matting and cleaning passage.....	1 00	
	July 11	do.....	3 window shades	30 00	
					\$113 54
22 24	Aug. 22 July 15 Aug. 10	B. W. Reed..... G. M. Wight.....do.....	2 gross German matches	3 25	3 85
	Aug. 18	do.....	1 leather cushion.....	120 00	
	24	do.....	2 mahogany desks, at \$60	38 00	
		do.....	1 mahogany case, \$18; 2 revolving chairs, \$10	180 00	
		do.....	3 mahogany pedestal desks, at \$60		341 25
30	June 15 16 28	C. Wendell	Cutting and covering 25 circulars to registers and receivers	7 50	
		do.....	Pasting on board 6 copies receivers' pay tables	75	
		do.....	Printing, ruling, and binding 6 6-quires Patents, at \$2	72 00	
			Printing, ruling, and binding 6 quires Wyandotte Reserves, \$2 50	15 00	
			Printing, ruling, and binding 4 quires Sault Ste. Marie Private Claims, \$2 50	10 00	
	July 6	do.....	Printing, ruling, binding 4 6-quires cap letter books, \$1 25	30 00	
			Ruling and binding 6 6-quires cap Numerical Index, 75 cts	27 00	
			Printing, ruling, and binding 4 6-quires demy Suspension Docket, \$2	48 00	
	7	do.....	Printing, ruling, and binding 10 vols. Cash Patents, 6 quires each, \$2	120 00	
			Ruling 2,000 School Land Returns, 25 cents per 100	5 00	
	8	do.....	Ruling, feint and red, 500 Report and Abstract, 50 cents per 100	2 50	

14	do.	Covering and arranging maps: 750 copies Report of Commissioners, &c., at 6 cents.....	45 00	534 25
16	do.	Covering and cutting 200 copies Report Commissioners-- Printing, ruling, and binding 2 6-quires Report Adjutant Surveyor General, \$2.....	6 00	11 79
25	do.	Binding 50 vols. Annual Report Commissioners, &c..... Ruling and binding 12 2-quire blank books, at \$1 50.. Ruling and binding 24 2-quire cap blank books, \$1 50.. Ruling and binding 7 quires Repayments and Charge of Entry, \$2 50.....	24 00 50 00 18 00 36 00 17 50	1 68 2 00 25 00 10 25 10 00 5 85 2 00 2 25 3 00 621 00
31	Aug.	Extra allowance as messenger.....		
1	Sept.	Despatches.....		
2	Sept.	1 ewer and basin; 1 China tray and glass mug.....		
31	Sept.	Washing towels.....		
		do.....		
		Services as scavenger.....		
		Despatches.....		
		1 stool.....		
10		Freight on package from New York.....		
12		American Cyclopaedia.....		
16		7 large cases, complete.....		
11	June	Binding 2 vols. Abstracts, \$6; backing index, 50 cents -- 63 titles on records, at 25 cents; binding 8 volumes Field Notes, at \$3.....	6 50	
25	July	Rebinding 2 volumes Tract Books, \$6; backing 1 diagram, 25 cents.....	39 75	
3	Aug.	Backing 2 plats, 75 cents; rebinding Tract Book, \$3.....	6 25	
16		Backing 2 Plats and 2 Sketches of Surveys.....	3 75	
20		Repairing 3 Plat Books.....	1 00	
22		Binding 1 volume Post Office Laws.....	1 25	
24		Cutting index, 50 cents; backing map, 50 cents.....	75	
1	Sept.	Backing 2 Plats Missouri, &c.....	1 00	
		Binding 9 vols. Abstracts, Mississippi and Louisiana, at \$3. Rebinding 14 vols. Tract Books, Jackson, Missouri, at \$3. Rebinding 13 vols. Tract Books, Washington, Arkansas, at \$3.....	27 00 42 00 39 00	
		Lettering 13 vols. Tract Books, Washington, Arkansas, 2 titles each.....	6 50	

STATEMENT—Continued,

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Sept. 17	1860. Sept. 1	C. Wendell—Continued	Binding 2 vols. Abstracts Military Land Warrants	\$6 00	
	3	do	Ruling and binding 6 6-quire demy blank books, at \$1 50	54 00	
			Ruling 2,000 abstracts	5 00	
	6	do	Rebinding 4 vols. Abstracts Military Land Warrants, at \$3	12 00	
	7	do	Ruling 500 blanks, \$1 25; backing map surveys, 50 cts	1 75	
	8	do	Binding vol. 11 Statutes at Large	2 50	
	9	do	Backing 96 Plats Alabama, at 25 cents	24 00	
			Binding 1 vol. Plats Alabama, vol. 94	5 00	
			Backing 1 index, 25 cents; backing 159 Plats Florida, at 25 cents	40 00	
			Binding 2 vols. Plats of Florida	10 00	
			Rebinding 2 vols. Abstracts Military Land Warrants	6 00	
	13	do	Binding 1 vol. Plats of Alabama	5 00	
	14	do	Backing 168 Plats of Florida, 42; binding 1 vol. Plats, \$5.	47 00	\$393 50
20	Aug. 29	G. M. Wight	1 walnut case, \$14 50; 1 revolving chair, \$8 50	23 00	
			1 revolving chair, \$10; 1 leather cushion, \$3 25	13 25	
	8	do	2 revolving chairs, at \$10 each; 2 comforts, \$3 50	27 00	
	12	do	4 revolving chairs, at \$10 each; 3 leather cushions, at \$3 50	49 75	
22	Jan. 6	S. H. Parker	Copying the evidence on file in General Land Office	113 00	
		G. W. Mumford	Copy of evidence on which claim of M. Buckner was allowed	2 75	
23	Sept. 23	J. W. Earp	Painting, graining, and varnishing 7 cases and stand	1 75	
30		T. M. Rowzee	Washing towels	85 00	
		Caroline Moran	do	9 00	
		E. F. Turner	Cleaning privies	7 00	
				10 00	

Aug.	20	G. Rowzee	Repairing washstand, \$1 50; making case, \$8; repairing locks, 50 cents	10 00	
			Making 2 cases, \$15; 2 door springs, \$1 50; repairing chair, 50 cents	17 00	27 00
Sept.	30	P. Sullivan	5 days' services as laborer		8 15
Aug.	8	F. Philp	1 gold pen and case, \$1 67; (11th,) 2 gold pens and cases, at \$1 67 each	5 01	
	15	do.....	2 gold pens and cases, at \$1 67; 71 gross steel pens, at 50 cents	38 84	
	17	do.....	2 gold pens and cases, at \$1 67; 1 gold pen, \$1	4 34	
	18	do.....	9 gold pens and cases, at \$1 67; 60 gross pens, at 50 cents	45 03	
Sept.	17	do.....	1,000 quills, \$2; 2 gold pens and holders, at \$1 67	5 34	
	23	do.....	13 gold barrel pens, \$21 67; gold pen, \$1	22 67	121 23
July	7	Nairn & Palmer	Oil vitriol, 75 cents; sponge, \$1; turpentine, 25 cents ..	2 00	
Aug.	4	do.....	Alcohol, \$1; glass bottle, 25 cents; vitriol, \$2	3 25	
Sept.	1	do.....	Fine chamois, \$1 75; 3 large sponges, \$2 25	4 00	
	30	W. E. Moran	Extra allowance as messenger		9 25
July	10	Sarah Goddard	6 mouse traps, at 25 cents; 6 tumblers, at 25 cents	3 00	11 42
	25	do.....	3 pounds soda, at 12½ cts.; 3 fine salt sacks, at 37½ cts ..	1 50	
Aug.	6	do.....	6 pounds sperm candles, at 62½ cents; 2 hand scrubs, \$1 ..	4 75	
	22	do.....	5 pounds soda, at 12½; 12 sponge cups, 75 cents; 7 pounds soda, 87 cents	2 24	
	28	do.....	2 hand scrubs, at 50 cts. each; 6 pounds soap, at 10 cts ..	1 60	
Sept.	1	do.....	1 paper needles, 13 cents; 6 pounds soda, at 12½ cents ..	88	
	16	do.....	6 large baskets, at 37½ cents; 2 balls candle wick, 25 cts ..	2 50	
			1 dozen tumblers, \$3; 5 pounds almond soap, at 25 cts ..	4 25	
			1 spittoon, 63 cents; sponge, 75 cents; 16 brooms, \$8 ..	9 38	
	22	do.....	1 hand scrub, 50 cents; 5 pounds soda, at 12½ cents	1 25	
	26	do.....	1 sponge, 75 cents; 1 wash basin, 37 cents	1 12	
Oct.	8	J. W. Earp	428 feet lettering on cases, at 25 cents		32 46
		Gales & Seaton	Subscription to Intelligencer		107 00
July	16	Blanchard & Mohun	24 dozen red tape, at 5 cts.; 6 dozen silk taste, at \$1 50 ..	10 20	10 00
	23	do.....	12 sheets drawing paper, at 38 cents; 1 card pens, 62 cents	5 18	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Oct. 8	1860. July 23	Blanchard & Mohun—Continued.....	2 reams cap paper, at \$1; 2 reams extra cap, at \$3	\$8 00	
			21 reams letter paper, at \$1 50; 2 dozen blotting boards, at \$1	33 50	
			24 dozen lead pencils, at 30 cents; 3 dozen red and blue pencils, at \$1	10 20	
			$\frac{1}{2}$ dozen inkstands, \$2 50; 1 dozen quarts ink, 20 cents ..	2 70	
			1 dozen Arnold's copying ink, \$12; 3 dozen carmine, \$2 ..	18 00	
			3 dozen Arnold's red ink, at \$2; $\frac{1}{2}$ dozen knives, \$7 50 ..	13 50	
			4 dozen erasers, at \$3; $\frac{1}{2}$ dozen shears, 50 cents	12 50	
			50 dozen red tape, at 5 cents; 1 dozen paper weights, \$2 ..	4 50	
			1 pound rubber, 50 cents; 1 pound prepared rubber, \$1 ..	1 50	
			20 quarts black sand, at 10 cents; 1 dozen rulers, \$1	3 00	
			1 dozen rulers, \$3; 2 pounds sponge, \$2	5 00	
			1 dozen mucilage and brushes, \$3; 12 dozen pen-holders, at 25 cents	6 00	
			$\frac{1}{2}$ dozen ivory folders, \$1 50; 4 reams wrapping paper, at \$5	21 50	
			50 pounds linen twine, at 45 cents; 1 box instruments, \$5 50	28 00	
			6 sticks India ink, \$2 25; 12 sheets tracing paper, at 50 cents	8 25	
		do.....	2 yards tracing cloth, \$1; 1 dozen gutta percha pencils, 62 $\frac{1}{2}$ cents	9 50	
		do.....	1 paint till, 75 cents; $\frac{1}{2}$ dozen penknives, \$7 50	8 25	
	Aug. 1	do.....	22 gross steel pens, \$25; 25 drawing pencils, \$1	26 00	
	3	do.....	12 sheets drawing paper, at 38 cts.; 1 inkstand, \$2 50 ..	7 06	
	10	do.....	1 dozen penknives, \$15; 6 dozen patent erasers, \$6	51 00	
	13	do.....	1 Railroad Guide, \$1; 2 reams flat medium paper, \$6	13 00	
	18	do.....	12 dozen silk taste, \$1 50; 12 Post Office Directories, \$1 ..	30 00	
		do.....	2 reams flat cap, \$1; 1 gross pencil leads, 5 cents	2 05	
	19	do.....			

24	-----do-----	6 glass inkstands, \$2 50; 1 large inkstand, \$1-----	3 50
29	-----do-----	1 letter balance, \$1 75; 1½ dozen penknives, \$15-----	24 25
		2 reams cap paper, \$1; 1 ream consular, \$2-----	4 00
		24 reams letter paper, at \$1 50; 2 reams commercial note, at \$3-----	42 00
		1 ream envelope paper, \$1; 1 ream pink blotting, 25 cts.-	1 25
		2 dozen patent blotting, at \$1; 3 dozen quarts ink, at 20 cents-----	2 60
		3 dozen pints ink, at 20 cts.; 50 dozen red tape, at 5 cts.-	3 10
		6 copying books, at \$1 25; 6 copying books, \$10-----	17 50
31	-----do-----	1 drawing pen, \$1 75; 1 dozen India ink, \$1-----	2 75
		1½ dozen Osborne's colors, at \$1; 18 cases colors, \$15-----	16 66
		2 dozen sable pencils, 50 cts; 5 reams waste paper, 75 cts.-	4 25
		2 reams paper ruled to order, at \$25-----	50 00
		24 yards tracing linen, at \$1; 25 lbs. gum arabic, at \$1.-	49 00
Sept. 3	-----do-----	4 reams wrapping paper, at \$5; 3 reams consular cap, at \$5-----	35 00
6	-----do-----	4 reams extra letter paper, at \$3; 6 reams letter paper, at \$1 50-----	21 00
14	-----do-----	3 reams extra letter paper, at \$3; 24 doz. lead pencils, at 30 cents-----	16 20
		2 dozen red and black pencils, at \$1; 6 glass inkstands, \$2 50-----	4 50
		6 iron inkstands, \$1; 2 dozen carmine ink, at \$2-----	5 00
		12 doz. silk taste, at \$1 50; 50 doz red tape, at 5 cts.-	20 50
		2 pounds prepared rubber, at \$1; 1 dozen rulers, \$3-----	5 00
		2 dozen mucilage and brushes, at \$3; 12 dozen pen- holders, 25 cents-----	9 00
		1 dozen folders, \$3; 100 binders' boards, \$12-----	15 00
24	-----do-----	2 dozen penknives, \$15; 2 reams cap paper, at \$1-----	32 00
		Subscription to the Constitution-----	
Oct. 8	G. W. Bowman-----	Fixing 3 drawers, \$3; 1 mahogany desk, \$50-----	53 00
22	G. M. Wight-----	1 revolving chair, \$10; leather cushion, \$3 25-----	13 25
30	-----do-----	1 oak desk, \$38; 1 walnut desk, \$38-----	76 00
Oct. 8	-----do-----	1 revolving chair, \$10; mahogany desk, \$60-----	70 00
10	-----do-----	1 high back chair, \$10; cushion, \$3 25-----	13 25
12	-----do-----	1 large desk-----	75 00
13	-----do-----		
			\$722 45
			6 00
			300 50

CONTINGENT EXPENSES OF THE

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Oct. 17	1860. Aug. 18	W. D. Shepherd.....	20,000 envelopes, at \$4; (24th,) 2,000 envelopes, at \$5.	\$90 00	
	24	do.....	4,000 envelopes, at \$2 50.....	10 00	
	Sept. 5	do.....	5,000 envelopes, at \$4; printing 20,000 envelopes, at \$3.	80 00	\$180 00
19	Oct. 19	Adams's Express Company.....	Transportation.....	-----	1 50
21	20	C. Wendell.....	Printing, ruling, and binding 119 6-quire medium cash system records, at \$2 50 per quire.....	-----	
25	18	G. M. Wight.....	1 pedestal desk, \$60; repairing chair, \$1 50.....	61 50	
	19	do.....	1 high back revolving chair.....	30 00	1,785 00
	25	do.....	Leather cushion, \$3 25; repairing sofa, \$6.....	9 25	
28	1	E. B. Barrett.....	Paging 8 6-quire letters record, at 12½ cents.....	6 00	100 75
			Paging 2 8-quire letters received, at 12½ cents.....	2 00	
	28	do.....	Paging 6 9-quire register letters received, at 12½ cents.....	6 75	
			Paging 119 6-quire record books, at 12½ cents.....	89 25	
Nov. 1	10	G. Rowzee.....	Repairing chair, 25 cents; repairing lock, 25 cents.....	50	104 00
	20	do.....	Repairing 2 chairs, 50 cents; repairing screen, 25 cents.....	75	
	25	do.....	Making case, \$28; repairing locks, 50 cents.....	28 50	
	27	do.....	Fitting key to lock, 25 cents.....	25	
			Furnishing and putting on 14 door springs, 75 cents.....	10 50	
			Repairing desk, \$3 50; making wood-box, \$8.....	11 50	
			Repairing washstand.....	75	52 75
	31	do.....	Special service investigating land offices.....	-----	180 60
		E. F. Turner.....	Services as scavenger.....	-----	12 00
		Caroline Moran.....	Washing towels.....	-----	8 75
		T. M. Rowzee.....	do.....	-----	11 25
		W. E. Moran.....	Extra allowance as messenger.....	-----	11 79
		Magnetic Telegraph Company.....	Despatches.....	-----	22 31

Date	Name	Description	Amount
Nov. 3	H. S. Davis	1 large case, \$320; 1 small case, \$30	350 00
Nov. 3	T. M. Fowler	American Cyclopaedia	3 00
Sept. 21	Adams's Express Company	Freight	16 92
Sept. 23	C. Wendell	Ruling 6,000 Abstracts of Locations	15 00
	do.	Ruling and binding 8 8-quire Registers Letters Received, at \$2	128 00
		Set of tags, \$2; 9 tags, name of Secretary, \$2 25	4 25
		Ruling and binding 7-quire medium Records, \$2	14 00
		Binding 1 book Abstract of Declaratory Statements	5 00
		1 tag, 25 cents; 11 titles for letter records, \$2 75	3 00
		Binding 1 tract book, \$2; binding 4 vols. Abstracts, \$12	14 00
		Backing 139 Louisiana Plats, 25 cents	34 75
		Binding 2 volumes Louisiana Plats, \$10; lettering 4 volumes Letters, \$2	12 00
		Lettering 17 titles on Military Bounty Land Locations	4 25
		Binding 1 volume Patents Returned	5 00
Oct. 3	do.	Lettering 1 volume Letter Record	75
Oct. 4	do.	Backing 86 loose Plats of Florida	21 50
		Binding 1 volume Patents Retained on Warrants	5 00
		Binding 1 Webster's Dictionary	1 00
		Lettering 15 titles on Letters to Surveyor General	3 75
Oct. 17	do.	Lettering 5 titles on Records of Surveyor General	1 25
		Binding 1 vol. Abstracts of Warrants Located	5 00
		Lettering 21 titles on Abstracts of Military Warrants	5 25
		Printing, ruling, and binding 6 6-quire cap books, at \$1 25	45 00
		Printing, ruling, and binding 6 quires medium Patent Office Caveats, at \$2 50	15 00
		Printing, ruling, and binding 6 quires medium Individual Caveats, at \$2 50	15 00
		Ruling 2,000 Monthly Reports Bounty Land Locations, at 25 cents	5 00
26	do.	Lettering 2 vols. Certificates, \$2; 5 tags for same, \$1 25	3 25
31	do.	Printing and binding 100 2-quire Certificates of Entry, at \$2 12½	425 00
		Printing, ruling, and binding 100 1½-quire Accounts Current, at \$2 50	375 00
		Ruling and binding 1 vol. First Comptroller, 6 quires, at \$1 50	9 00
Nov. 1	do.	Backing 146 Florida plats, at 25 cents	36 50

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Nov. 3	1860. Nov. 1	C. Wendell—Continued	Binding 2 vols. Florida plats, at \$5 ----- Binding 21 Abstracts, Missouri and Arkansas, at \$3 ----- Printing, ruling, and binding 100 1-quire Account Current Receivers, at \$2 50 -----	\$10 00 63 00 250 00	\$1,534 50 53 00 70 00
18	16 4	G. M. Wight..... W. D. Shepherd..... C. Wendell.....	1 sofa, \$35; hat tree, \$13; covering table, \$5 ----- 10,000 buff envelopes, at \$4; printing same, at \$3 ----- Printing and binding 200 2-quire medium Certificates, at \$2 12½ ----- Printing and binding 111 2-quire Register of Deeds, at \$2 50 -----	850 00 555 00	1,405 00 11 42
30	30 10 28 29	W. E. Moran..... G. Rowzee.....do.....do.....	Extra allowance for month ----- Making 2 wood hods, at \$1 50; 4 door springs, 75 cents ----- 1 dozen book rests, \$6; mounting map, 75 cents ----- Making small hand bearer ----- Making 8 boxes, at \$2 50; covering 2 chair bottoms, at 50 cents -----	6 00 6 75 4 00 21 00	37 75 2 91 125 45
Dec. 16 21	1 16 12 Nov. 23	American Telegraph Company..... H. S. Davis..... J. W. Earp.....do.....	Despatches ----- 1 large double case for blank forms ----- Glazing 7 lights glass, \$4; glazing 5 lights, \$2 50 ----- Painting and graining large case ----- Painting and graining 2 small cases, \$12 each, and 1 box, \$1 50 ----- Glazing 2 lights glass, \$1; frosting 12 lights glass, \$2 ----- Glazing 6 lights glass, \$3; painting case, \$20 -----	6 50 50 00 25 50 3 00 23 00	108 00
22	Nov. 9	C. Wendell.....	Ruling 200 blanks, at 25 cents; ruling 6,000 abstracts, \$15 -----	15 50	

		Printing, ruling, and binding 4 quires demy Clerks Land Office.....	8 00
		Ruling 2,000 Weekly Report, \$5; backing List Private Grants, 50 cents.....	5 50
16	do.....	Ruling 4,000 Monthly Abstracts Land Locations.....	10 00
		Binding 3 vols. Virginia Military Land Warrants.....	6 75
18	do.....	Rebinding 1 vol. Index to Army Patents.....	2 25
21	do.....	Binding 1 vol. Revolutionary Bounty Land Scrip.....	2 00
		Printing, ruling, and binding 4 quires Miami Reserves, at \$2 50.....	10 00
		Printing, ruling, and binding 3 quires Kaskaskia Reserve, at \$2 50.....	7 50
		Printing, ruling, and binding 5 quires Shawnee Reserve, at \$2 50.....	12 50
22	do.....	Ruling and binding 6 6-quire Letters Swamp Land, at \$1 50.....	54 00
		Ruling and binding 3 6-quire Record Swamp Land Patents, at \$2.....	36 00
		Ruling and binding 4 6-quire Miscellaneous Military Bounty Acts, at \$1 50.....	36 00
23	do.....	Backing 62 California plats, 25 cents; binding 2 vols. ditto, \$10.....	25 50
28	do.....	Lettering 2 vols. Certificates, \$2 50; 13 tags, \$3 25.....	5 75
		200 pieces boards, \$2 50; binding Union and Intelligencer, \$6.....	8 50
Dec. 1	do.....	Trimming railroad blanks, 50 cents; binding 1 vol. Abstracts, \$3.....	3 50
6	do.....	Lettering 1 book Cuts, \$1; 8 morocco tags, \$2.....	3 00
7	do.....	Binding 41 vols. Michigan Field Notes, at \$3.....	123 00
9	do.....	Backing 1 Index Map of Arkansas.....	50
13	do.....	Binding 1 vol. Index to Patents Illinois Military Bounty Land.....	4 25
		500 pieces board cut to pattern.....	5 00
15	do.....	Backing 73 Louisiana plats.....	18 25
		Binding 4 volumes same.....	20 00
		Binding 3 vols. Pensacola and Georgia Railroad.....	3 75
March 9	W. H. Harrover.....	Hatchet and chisel, \$1 75; cleaning and putting up 3 stoves, \$4.....	5 75
			427 00

STATEMENT—Continued.

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Dec. 22	1860. Oct. 19 Oct. 26 Nov. 8 18	W. H. Harrover—Continued. do. do. do.	100 fire-brick, \$5 50; fender, \$4; andirons, \$5 50 Fender, \$6; 2 evaporators, \$2; riveting urns, \$1 24 large sheet screens, \$9 60; 2 pokers, \$3 6 12-sheet screens, \$3 50; 12 clamps and screws, \$3 50 12 wooden feet, \$3 50; 13 water buckets, \$1 50 13 slop pails, \$1 75	\$15 00 9 00 12 60 24 50 23 00 22 75	\$112 60 230 50 3 50 11 79 9 00 7 00 14 00 4 00
28 31	Dec. 28 31	L. J. Middleton J. W. E. Rhodes W. E. Moran T. M. Rowzee Caroline Moran E. F. Turner Abraham Turner G. Rowzee do. do. do.	Ice during the season Numbering 35 cases Extra allowance during December Washing 144 towels Washing 112 towels Services as scavenger, \$10; removing ashes, \$4 Hauling 16 loads ashes Making letter case, \$5; repairing chair, 25 cents Making wood hod, \$1 50; fitting key to lock, 25 cents 2 door springs, 75 cents each; repairing screen, 25 cents Repairing screen, 25 cents; repairing chair, 50 cents Furnishing cloth and covering table Repairing and varnishing furniture Furnishing and putting on door spring	5 25 1 75 1 75 10 00 5 00 75	
	8 31 8	W. J. Rhees John N. Ford G. M. Wight	1 copy of Manual of Libraries Altering window frames Water-cooler, \$5; stand, \$3 6 mahogany chairs, \$36; desk, \$70; repairing chair, \$1 3 cane seat chairs, at \$6 50 each 1 high chair	8 00 107 00 19 50 10 00	25 25 3 00 12 00
	12 28	do. do.			
				144 50	

		Deduct for 4 chairs.....		4 00
Oct.	3	Blanchard & Mohun.....	6 reams cap paper, at \$1; 12 reams letter paper, at \$1 50.	24 00
			2 doz. blotting board, at \$1; 2 doz. carmine ink, at \$2.	6 00
			6 dozen red ink, at \$2; 4 dozen erasers, at \$3; ½ doz. shears, 50 cents	24 50
			1 pound rubber, \$1; 4 blank books, at \$1 25; 2 blank books, at \$1	8 00
	10	do.....	3 gutta percha rulers, \$2 12; 1 portfolio, \$2 25	4 37
	11	do.....	2 portfolios, \$3 75; 1 dozen spring erasers, \$3	6 75
	12	do.....	1 letter stamp, 50 cents; 4,600 pasteboards, at \$1.	46 50
			50,000 seal wafers, at 80 cents; 2 reams medium paper, \$12	52 00
	16	do.....	1 railroad map, \$5; 1½ dozen penknives, \$15	27 50
	27	do.....	4 reams note paper, at \$3; 6 boxes cold crayons, at \$1 25.	19 50
Nov.	28	do.....	4 dozen red and blue pencils, \$4; 14 reams letter paper, at \$1 50	25 00
			2 dozen blotting boards, \$2; 24 dozen lead pencils, at 30 cents	9 20
			½ dozen inkstands, \$2 50; ½ dozen iron inkstands, \$1	3 50
			3 doz. quarts ink, at 20 cts.; 3 doz. pints ink, at 20 cts.	1 20
			6 dozen silk taste, at \$1 50; 50 dozen red tape, at 5 cts.	11 50
			1 dozen rulers, \$3; 1 pound sponge, \$1	4 00
	3	do.....	5 pounds twine, at 45 cents; 12 quarts writing fluid, \$7 50	9 75
			2 dozen mucilage and brushes	6 00
	8	do.....	50 sheets drawing paper, at 10 cents; 15 sheets tracing paper, at 75 cents	5 75
	14	do.....	1 dozen penknives, \$15; 6 rubbers for inkstands, 38 cts.	15 38
Dec.	18	do.....	2 reams cap paper, \$2; 10 reams letter paper, at \$1 50	17 00
	30	do.....	2 reams commercial note, at \$3; ½ doz. inkstands, \$2 50.	8 50
			6 dozen silk taste, at \$1 50; 50 doz. red tape, at 5 cts	11 50
			12 dozen pen-holders, \$3; 6 blank books, at 60 cents	6 60
			1 extra knife, \$3 50; 5 extra penknives, at \$2	13 50
	1	do.....	1 pair scissors, 4 cents; 50 pounds twine, at 45 cents; 25 pounds gum arabic, at \$1	47 54
			2 dozen red and blue pencils, \$2; 6 pairs shears, 50 cts	2 50
	6	do.....	4 dozen inkstands, \$2 50; 2 maps Vancouver island, \$5	7 50
	12	do.....	1 map Admiralty, \$1 50; 6 pounds pounce, at 10 cents	2 10
				140 50

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Dec. 31	1860. Dec. 15 16 19 22 27	Blanchard & Mohun—Continueddo.....do.....do.....do.....	1 ream medium writing paper, and ruling do..... 12 boxes pencil points, at 5 cents; 6 sponge cups, at 87½ cents..... 6 pen-racks, at 40 cents; 5 reams waste paper, at 60 cts..... 4 reams wrapping paper, at \$5; 1 knife, \$1 25; 4 reams letter paper, at \$3..... 2 reams extra cap, \$6; 1 gross rubber bands, \$6..... 12 dozen knives, at \$15; 12 reams letter paper, at \$1 50..... 2 doz. blotting boards, \$2; 12 doz. lead pencils, at 30 cts..... 2 dozen red and blue pencils, \$2; 6 doz. red ink, \$12..... 4 dozen erasers, \$3; 6 dozen silk taste, \$1 50..... 50 dozen red tape, at 5 cents; ½ doz. ivory folders, \$1 50..... 4 thermometers, \$4; 2 writing pads, \$1 50.....	\$14 50 5 30 5 40 33 25 12 00 198 00 5 60 14 00 21 00 4 00 5 50	\$745 69
	Oct. 6 27 Nov. 1	Sarah Goddarddo.....do.....	3 papers tacks, at 12½ cts.; 3 papers stove black, at 12½ cts. 1 scrub brush, 50 cents; 6 pounds candles, at 62½ cts. --- 1 bucket, 37½ cents; 6 pounds soda, at 12½ cents; 1 broom, 50 cents..... ½ dozen large dusters, \$4 50; 1 spittoon, 75 cents; 1 pitcher, 75 cents.....	75 4 25 1 63	
	18 23	do.....do.....	1 spittoon, 62 cts.; 6 pounds soap, at 10 cts.; 1 bottle sweet oil, 75 cents..... 1 duster, \$1; 5 pounds soap, at 25 cents; 6 pounds soda, at 12½ cents.....	6 00 1 97 3 00	
	Dec. 6	do.....	1 ice breaker, 50 cents; 2 spittoons, at 62½ cents..... 6 papers tacks, 75 cents; 2 pounds nails, 20 cents; 1 duster, 75 cents; 1 brush, 50 cents.....	1 75 2 20	
	15	do.....	1 spittoon, 75 cents; 5 pounds almond soap, \$1 25; 9 pounds soda, \$1 13 1 salt sack, 37½ cents; 1 spittoon, 75 cents.....	3 13 1 12	

31	do.....	1 large sweep brush, \$2 50; 2 large brooms, \$1..... 1 salt sack, 37 cents; 1 hand scrub, 50 cents	3 50 87	30 7
Oct: 11	L. F. Clark.....	Making and laying 645½ yards carpet, at 15 cents	96 82	
		5 pounds thread, at \$1 25; laying 250 yards matting, at 10 cents.....	31 25	
31	do.....	Taking up old carpets and matting, and cleaning 8 rooms. Removing and replacing furniture in 8 rooms.....	16 00 20 00	
		36 pieces paper, at 50 cts.; hanging do., at 25 cts. p. piece.	27 00	
Nov. 8	do.....	4 pieces border, at \$1; hanging do., at 50 cts. per piece.	6 00	
		40 pieces paper, at 50 cts.; hanging do., at 25 cts. p. piece.	30 00	
11	do.....	5½ pieces border, at \$1 25; hanging do., at 50 cts. p. piece.	9 62	
		Making 34½ yards carpet, at 15 cents.....	5 17	
29	do.....	Taking up old carpet and cleaning room.....	2 00	
		Removing and replacing furniture.....	2 50	
		23 pieces paper, at 50 cts.; hanging same, at 25 cents.....	17 25	
		4 pieces border, at \$1 25; hanging same, at 50 cents.....	7 00	270 61
May 31	Barnes & Mitchell.....	37½ yards green cambric, at 12½ cents	4 66	
July 26	do.....	163½.....do.....	20 41	
Aug. 18	do.....	5 spools cotton, at 5 cents; 12 pieces tape, at 8 cents.....	1 21	
Sept. 3	do.....	9 yards cotton, at 10 cts.; 38½ yards cambric, at 10 cts., 1 spool cotton, 5 cents.....	4 80	
Oct. 7	do.....	279¾ yards Brussels carpet, at \$1 50.....	419 81	
		392¼ yards tapestry carpet, at \$1 25.....	490 31	
Nov. 4	do.....	270 yards matting, at 50 cents	135 00	
29	do.....	1 extra rug, \$11; 2 Venetian blinds, at \$13.....	37 00	
Dec. 20	do.....	216½ yards oil-cloth, cut to fit, and laying, at \$1 37	297 69	
		12 mats, at \$1 50.....	18 00	
Dec. 31	H. S. Davis.....	1 case and materials, \$79 50; 1 step ladder, \$2 50.....	1,428 89	
Oct. 8	F. Philp.....	2 gold pens and holders, at \$1 67; (10th,) 1 gold pen and holder, \$1 67.....	82 00	
12	do.....	1 gold pen and holder, \$1 67; (19th,) 1 gold pen and holder, \$1 67.....	5 01	
22	do.....	1 extra pen and holder, \$3; (28th,) 1 gold pen and holder, \$1 67.....	3 34	
28	do.....	1 extra pen and holder, \$3; (Nov. 1,) 2 gold pens and holders, at \$1 67.....	4 67 6 34	

STATEMENT—Continued.

CONTINGENT EXPENSES OF THE

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. Dec. 31	1860. Nov. 2	F. Philp—Continued.....	1 gold pen and holder, \$1 67; (10th,) 54 gross pens, 50 cents	\$28 67	
	10	do.....	1 gold pen and holder, \$1 67; (17th,) 1 gold pen and holder, \$1 67	3 34	
	19	do.....	1 gold pen and holder, \$1 67; (28th,) 1 gold pen and holder, \$1 67	3 34	
	Dec. 9	do.....	1 gold pen and holder, \$1 67; (15th,) 1 gold pen and holder, \$1 67	3 34	
	16	do.....	1 gold pen and holder, \$1 67; 12 cards pens, 75 cents. 4 gold pens and holders, at \$1 67; 24th, 1 gold pen and holder, \$1 67	10 67	
	24	do.....	31 boxes pens, at 50 cents	8 35	
	30	do.....	3 gold pens and holders, at \$1 67; (31st,) 3 gold pens and holders, at \$1 67	15 50	
	31	do.....	22 boxes pens, 50 cents	10 02	
				11 00	\$113 59
	Nov. 30	W. D. Shepherd	1,000 envelopes, \$2 50; 1,000 envelopes, \$2	4 50	
	Dec. 6	do.....	Printing \$3,000 large envelopes, at \$3	9 00	
Jan. 19	Jan. 19	T. W. Fowler.....	6 copies Department Directories, at 35 cents	13 50	
21	21	S. A. Mitchell.....	One copy new map of United States.....	2 10	
24	18	Taylor & Maury	2,500 sheets parchment, 13 by 18, at 29 cents	6 00	
25	24	Adams's Express Co.....	Freight on box.....	725 00	
27	27	George Francis	Baskets, 1 at 65 cents, 1 at \$1 05, 1 at 81 cents, 1 at \$1 75, and 1 at 62 cents	7 25	
31	31	W. E. Moran.....	Additional allowance for month of January, at \$140 per annum.....	4 88	
		G. Rowzee	T. M. Rowzee, for washing towels.....	11 92	
			Caroline Moran, for washing towels	11 25	
			Elbert F. Turner, services as scavenger	8 75	
				14 00	

Feb.	10	Feb.	9	W. H. Boyd.....	Abraham Turner, hauling ashes.....	4 00	38 50
	20		7	Jos. L. Savage.....	Cash for candles.....	50	4 00
	25	Jan.	21	W. D. Shepherd.....			6 00
					2 copies Washington and Georgetown Directories, at \$2.		
					3 baskets, at \$2		
					10,000 envelopes, at \$4; printing same, at \$3.....	70 00	
					2,000 envelopes, at \$2 50; 1,000 envelopes, at \$2.....	7 00	
					1,000 envelopes, assorted, \$2 50; 2,000 envelopes, at \$2.....	6 50	
					Engraving 2,000 envelopes, at \$4 50.....	9 00	
		1859.					92 50
	28	Jan.	31	Taylor & Maury	2 American Almanacs, 1859, at \$1 25	2 50	
		Dec.	16	do.....	1 Fremont's Expedition and maps.....	1 50	
		1860.					
		Jan.	10	do.....	2 American Almanacs, 1860, at \$1 25.....	2 50	
		Feb.	14	do.....	Worcester's large Dictionary.....	7 50	
			17	do.....	Pilkins' United States History.....	7 50	
			28	do.....	36 Congressional Directories, at 37½ cents.....	13 50	
					20 Blue books, 1860, at \$3 50.....	70 00	
							105 00
		Jan.	26	do.....	7 blank books.....	4 50	
		Feb.	7	do.....	60 sheets, full skins parchments, at 90 cents.....	54 00	
					200 sheets, half skins parchment, at 50 cents.....	100 00	
			28	do.....	159,500 sheets parchment paper, at 5 cents	7,975 00	
							8,133 50
	29		29	W. E. Moran.....	Additional allowance as messenger, for February		11 16
				G. Rowzee	Amount paid as follows:		
					A. Turner, hauling 16 loads ashes.....	4 00	
					E. F. Turner, scavenger, \$10; removing ashes, \$4.....	14 00	
					Caroline Moran, washing 112 towels	7 00	
					T. M. Rowzee, washing 144 towels, at 75 cents.....	9 00	
					T. M. Rowzee, making 4 table covers, at 37½ cents.....	1 50	
					T. M. Rowzee, 1 table cover paid by Rowzee.....	1 50	
							37 00
				American Telegraph Co.....	Despatches.....		21 89
					Volumes 11, 12, and 13 Benton's Abridgement Debates of Congress, at \$3.....		
					1 copy Dictionary of the Army		9 00
March	1	March	1	James G. Gardner	Repairing desk, 50 cents; repairing door, 50 cents.....		3 00
	2	Feb.	9	G. Rowzee	Repairing chair, 75 cents; repairing chair, 25 cents	1 00	
			14	do.....		1 00	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. March 2	1860. Feb. 20	G. Rowzee—Continued.....	Repairing chair, 25 cents; repairing chair, 25 cents	\$0 50	
	24	do.....	Making wood hod	1 50	
	29	do.....	Making 3 large rules, 75 cents each	2 25	
			Making letter case.....	2 25	
			Making 3 large cutting boards, at \$1 25	3 75	
			Making 4 step-ladders, \$2.....	8 00	
			Making 18 book rests, 50 cents	9 00	
			Furnishing and putting on door springs	75	
					\$30 00
14	March 14	Entwisle & Barron	Two cases, work and material, at \$93.....	-----	186 00
15	12	T. B. Tilden.....	1 Colton's General Atlas, new and enlarged edition	-----	16 00
	Jan. 4	C. Wendell.....	Printing, ruling, and binding 2 6-quire medium Letters Received, Acts of 1857, 1850, 1852, volumes 6 and 7, Russia ends and bands, at \$2 50 per quire	30 00	
			2 sets of tags for same	4 00	
	24	do.....	Binding 1 volume Intelligencer, 1 volume Constitution..	6 00	
			Ruling 500 Form 1 and 500 Form 2.....	2 50	
	Feb. 8	do.....	Binding 50 copies annual Report of Commissioner, and arranging and folding maps, pasting on guards, at \$1	50 00	
			Ruling, and binding 6-quire medium Charges against Land Office, volume 2, at \$2 per quire	12 00	
			Ruling and binding 6-quire medium Credit Book, pre-emption division	12 00	
	8	do.....	Making 12 large portfolios, with pockets and flaps.....	54 00	
	12	do.....	Printing, ruling, and binding 5 6-quire demy Bounty Land Act, March 3, 1855.....	60 00	
			Printing, ruling, and binding 2 6-quire cap Duplicate Certificate Letter Books.....	15 00	
	Jan. 3	do.....	Binding 2 volumes Abstracts Military Bcunty Lands....	6 00	

534 37

11	do.....	Binding and repairing 10 vols Abstracts of Locations ..	35 00
March 1	do.....	500 pieces of boards cut to pattern, at 5 cents each.....	25 00
3	do.....	Backing 80 Plats Mississippi.....	20 00
		Binding 2 vols. Plats Mississippi, vol. 82, A & B	10 00
		Binding 2 vols. Plats Louisiana, vol. 71, A & B.....	10 00
		Backing 95 vols. Plats Louisiana.....	23 75
		Backing 1 Map Surveys Nebraska and Kansas.....	25
		Backing 1 Plat Private Claims Louisiana.....	25
		Binding 3 vols. Alabama Plats, vol. 88, A, B, C	15 00
11	do.....	Binding 1 vol. Alabama Plats, vol. 87	5 00
25	do.....	Backing 129 Alabama Plats	32 25
		Backing and joining 2 large Railroad Diagrams	2 00
6	do.....	Backing and joining 1 large Railroad Diagram.....	50
15	do.....	Backing and joining 2 large sheets drawing paper	1 00
17	do.....	Binding 4 vols. Abstracts, Iowa.....	12 00
16	do.....	Binding 4 vols. Abstracts, Iowa, large.....	16 00
		Binding 5 vols. Abstracts, Indiana and Michigan	15 00
1	do.....	Mounting Map of Nebraska.....	25
28	do.....	Binding 1 vol. Land Office Circulars.....	1 25
30	do.....	Binding 1 vol. Webster's Dictionary.....	1 25
2	do.....	Binding 1 vol. Dwaris on Statutes	1 25
		Lettering 16 vols Blue Book	3 50
7	do.....	Lettering Pocket Memorandum Book.....	25
March 5	do.....	Binding 1 volume Public Lands	75
6	do.....	Binding 2 Blank Books, pocket-book binding	3 50
10	do.....	Backing 143 Mississippi Plats	35 75
12	do.....	Backing 17 Mississippi Plats.....	2 12
		Binding 2 vols. Mississippi Plats, vol. 76, A & B.....	10 00
16			
Jan. 12	G. M. Wight.....	Covering desk top.....	3 00
19	do.....	Repairing desk and lock	1 50
27	do.....	Mahogany desk, \$48; 1 fine brass lock, \$1.....	49 00
		1 set of brass rollers, \$1; fixing drawers in desk, \$1.....	2 00
Feb. 10	do.....	1 large mahogany desk	75 00
		1 large mahogany plain back desk	70 00
		3 revolving chairs, at \$6 50	19 50
14	do.....	1 leather cushion.....	3 25
17	do.....	1 revolving chair.....	6 50
21	do.....	1 high-back revolving chair	10 00

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. March 16	1860. Feb. 21 Feb. 25 March 1 2 15	G. M. Wight—Continued.....do.....do.....do.....do.....	1 high-back revolving chair Repairing old wall desk, varnishing once, &c..... Putting on set rollers..... 1 leather cushion..... Covering chair seat..... 1 large mahogany panel-back desk.....do.....	\$10 00 10 00 1 00 3 25 1 00 75 00 70 00	\$410 00
	16	W. W. Lester	Special agent of the General Land Office to examine and report as to the condition of the offices of Register and Receiver at Natchitoches, Louisiana, &c.: Travel from Washington, D. C., by Richmond, Lynchburg, Chattanooga, Memphis to Vicksburg, (by water,) Jackson, New Orleans, thence by water to Natchitoches, 2,106 miles, at 10 cents per mile..... From Natchitoches by water to New Orleans, thence via Canton, Grand Junction, Chattanooga, Lynchburg, and Gordonsville to Washington, D. C , 1,716 miles, at 10 cents per mile Detention for 1 day at each of the following places: Memphis, Vicksburg, and New Orleans, at \$3 per day. Per diem for 12 days' detention at Natchitoches..... Amount paid S. M. Hyams, 6 days, at \$3 per diem, voucher 1 Amount paid Richerson, 6 days, at \$3 per diem, voucher 2 Am't paid Neven, 6 days, at \$3 per diem, voucher 3.... Am't paid Robinson, 5½ days, at \$3 per diem, voucher 4... Amount paid Reed, 3 days, at \$3 per diem, voucher 5 ..	210 60 171 60 9 00 36 00 18 00 18 00 18 00 16 50 9 00	

			Amount paid for copy of mortgage	2 00
29	1859. Sept. 28	Nairn & Palmer	Credit by this amount received from T. C. Hunt, receiver.	508 70
	1860.			250 00
	Jan. 10	do.....	10 lbs. oil vitriol, \$2; (Oct. 15,) sponge, \$1 25.....	258 70
	28	do.....	Sponges, \$1; (23d,) alcohol, \$1.....	3 25
	Feb. 21	do.....	31½ lbs. castile soap, \$6 30.....	
		do.....	Pumice, 50 cents; (March 5,) sponge, \$1 25	1 75
31	Mar. 31	Wm. E. Moran.....	Additional allowance as messenger in the General Land Office, as authorized by the 11th section of the act of August 26, 1842, for the month of March, at \$140 per annum	10 05
	Jan. 1	Sarah Goddard	½ dozen best wisps, at 25 cents	11 92
	12	do.....	1 large black brush.....	1 50
			6 pounds brown soap, at 10 cents.....	62½
			1 large broom.....	60
			1 salt sack.....	50
			2 large brooms.....	37½
			1 ice mallet.....	1 00
			5 pounds almond soap, at 25 cents.....	50
	Feb. 1	do.....	1 axe helve.....	1 25
			1 peck salt	25
			1 large ice bucket.....	25
			1 large paint bucket.....	1 00
	6	do.....	½ dozen large brooms	37½
			6 pounds soda, at 12½ cents	3 00
			1 large scrub-brush.....	75
			4 salt sacks, at 3s.....	62½
			2 large brooms.....	1 50
			1 dozen best whisks, at 2s.....	1 00
			1 dozen sponge cups.....	3 00
			4 large brooms.....	75
	March 17	do.....	6 papers tacks.....	2 00
			6 pounds soda, at 12½ cents	75
			2 large brooms	75
			1 dozen best candlesticks, at 2s. 6d.....	1 00
				3 75

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. March 31	1860. March 17	Sarah Goddard—Continued.....	1 large spittoon.....	\$0 75	
	20	do.....	2 hand-scrubs.....	1 00	
			1 gross matches.....	1 00	
			1 broom.....	50	
	31	G. Rowzee.....	T. M. Rowzee, as per bill.....	9 00	\$30 35
			Caroline Moran.....	7 00	
			Elbert F. Turner.....	14 00	
			Abraham Turner.....	4 00	
			Cash paid for 1 pound candles.....	23	
	10	American Telegraph Company.....	Despatches.....	1 20	34 23
Jan.	4	Blanchard & Mohun.....	24 sheets tracing paper, at 5 cents.....	1 25	6 03
	10	do.....	1 ream yellow envelope paper, \$1; 1 ream pink blotting, at 25 cents.....	7 80	
	12	do.....	2 dozen mucilage and brushes, at \$3, \$6; 6 dozen lead pencils, at 30 cents, \$1 80.....	8 00	
	16	do.....	4 dozen carmine ink, at \$2.....	20 00	
			4 reams folio post, at \$2, \$8; 4 reams extra blue cap, at \$3, \$12.....	52 00	
			6 reams commercial note, at \$3, \$18; 4 reams buff note, at \$1, \$4; 6 reams brown wrapping, at \$5, \$30.....	70 00	
			55,000 seal wafers, at 80 cents, \$44; 2,000 pasteboard, \$20; 6 long iron weights, at \$1, \$6.....	15 00	
	18	do.....	1 ream commercial note, \$3; 8 reams letter paper, at \$1 50, \$12.....	4 30	
			6 dozen Faber's pencils, at 30 cents, \$1 80; 6 oval ink-stands, \$2 50.....	1 40	
			6 iron inkstands, \$1; 2 dozen quarts M. & N.'s ink, at 20 cents, 40 cents.....		

4	do.....	7 gold pens and holders, at \$1 67	11 69	132 58
9	do.....	9 gross pens	4 50	
16	do.....	6 boxes pens	3 00	
March 1	do.....	7 gold pens and holders, at \$1 67	11 69	
9	do.....	6 gold barrel pens	10 00	
12	do.....	1 gold pen	1 00	
22	do.....	51 gross pens	25 50	
15	W. D. Shepherd	500 white envelopes	2 00	
21	do.....	5,000 white envelopes	20 00	
		Printing 5,000 envelopes, at \$3	15 00	
April 13	Francck Taylor	2 American Almanacs	-----	37 00
20	C. Wendell	Making 1 tag, Portland	25	2 50
	do.....	Binding 6 blank books, pocket-book binding, at \$1 50 ..	9 00	
		Binding 8 volumes Senate and House Journal, at 63 cts..	5 04	
		Backing 367 Alabama Plats, at 25 cents	91 75	
		Binding 3 vols. Alabama Plats, vols. 85, A & B, and vol. 86, at \$5	15 00	
April 9	do.....	Printing, ruling, and binding 6 6-quire cap Register of Letters Received, Nos. 5, 6, and 7 full Russia, at \$1 25 per quire	22 50	
		Printing, ruling, and binding 6 6-quire demy Record of Letters, transmitting returned patents, Nos. 12 to 17, full Russia, at \$2 per quire	72 00	
		Printing, ruling, and binding 3 6-quire medium Account of Clerk Hire, Nos. 6, 7, and 8, full Russia, at \$2 50 per quire	45 00	
		Printing, ruling, and binding 6 6-quire cap Certificates of Repayment, Nos. 11 to 16, full sheep, at \$1 25 per quire	45 00	
19	do.....	Printing, ruling, and binding 123 vols. Tract Books, 6 quires medium each, full bound, Russia ends and bands, at \$2 50 per quire	1,845 00	2,150 54
23	S. M. Baldwin	2 copies Morse's Atlas, at \$1 50	-----	3 00
10	W. H. Harrover	1 dozen candlesticks	2 00	
16	do.....	2 extra sized water coolers, at \$28	56 00	
19	do.....	1 water can	2 38	

CONTINGENT EXPENSES OF THE

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. April 30	1860. April 21 23	W. H. Harrover—Continued.....do.....	1 dozen spittoons, painted..... Time 2 hands moving stoves.....	\$33 00 1 75	\$95 13
	Jan. 7 March 14 16	J. W. Earpdo.....do.....	Painting and graining case in No. 9, 2d floor Painting two cases in No. 9, 2d floor Glazing 2 lights of 16 by 24 enamelled glass in No. 11, 1st floor	12 00 24 00 6 00	
	18 April 27	do.....do.....	Lettering 23 feet on cases in No. 10, 1st floor Glazing 2 lights of 16 by 24 extra double thick glass, one in No. 10 and one in passage door, 1st floor.....	5 75 2 50	50 25
30		W. E. Moran	Additional allowance as messenger in the General Land Office, as authorized by the 11th section act August 26, 1842, for the month of April, 1860, at \$140 per annum	----- 26 25	11 54
	30	G. Rowzee	T. M. Rowzee, washing, as per bill..... Caroline Moran, washing, as per bill..... Elbert F. Turner, as per bill..... Abraham Turner, as per bill	8 75 14 00 3 25	
May 1	1 May 1	American B. B. R. & Paging Co	Paging 123 6-quire medium Tract Books, at 12½ cents per quire	-----	52 25
	April 16	American Telegraph Co.....	Forwarding messages: Jos. S. Wilson to Register and Receiver, Opelousas, 31 words..... Jos. S. Wilson to Register and Receiver, Opelousas.....	4 97 3 53	92 25
	20	do.....		-----	8 50
8	8 May 8	M. E. Fowler	4 office signs, 26 inches long, at \$5 each..... 2 office signs, 22 inches long, at \$3 50 each	20 00 7 00	27 00

9	W. W. Lester	6 copies Lester's Land Laws, Regulations, and Decisions, at \$5	30 00
10	Adams's Express Co	Freight on parcel	50
22	W. H. Nalley	Printing, ruling, and binding 10 6-quire Testimonies, &c., demy, at \$2 per quire	120 00
21	do	Printing, ruling, and binding 6-quire cap Appointments, vol. 1, at \$1 25 per quire	7 50
		Pasting on guards and binding 100 volumes of Reports 1859-'60, at \$1	100 00
		Cutting 500 pieces of boards	2 50
		Binding 1 vol. documents, Estimates	75
		Lettering 6 vols. Land Laws, &c.	1 50
		Lettering 3 vols. Laws of Kansas	75
		Binding 1 vol Laws of Kansas	75
		Binding 2 vols. Miscellaneous Letters	6 00
		Covering 900 Reports of Commissioner, 1859	54 00
		26 titles on Tract Books, Mineral Point	6 50
		Rebinding 5 vols. Tract Books, Mineral Point	15 00
		Lettering 26 titles on Tract Books, Green Bay	6 50
		Lettering 12 titles on Tract Books, Hudson	3 00
		Binding 2 vols. Abstracts, Lecompton, &c.	6 00
		Binding 2 vols. Declaratory Statements	6 00
		Lettering 3 titles on books, Lecompton	75
		Binding 1 vol. Rev. Bounty Land Warrants	3 25
		Binding 2 vols. Rev. Bounty Land Scrip	4 00
		Lettering 2 vols. Letters Received	1 00
		9 tags for same	2 25
		1 alphabet tags	2 00
		15 titles on Letter Copying Books	3 75
		2 boards	30
		Backing 162 Missouri Plats	40 50
		Backing 89 Missouri Plats, (small)	11 13
		Binding 2 vols. Missouri Plats, 37, A and B	10 00
		Binding 1 volume Arkansas Plats, volume 38	5 00
		Backing 87 volumes Arkansas Plats	21 75
		Binding 14 volumes Alabama and Louisiana Abstracts ..	42 00
23	George Francis	2 large office baskets, at 81 cents	484 43
22			1 62

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. May 24	1860. March 10 April 12	Barnes & Mitchelldo.....	205 yards cocoa matting, at 75 cents	\$153 75	\$2,204 94
			412 yards English Brussels, at \$1 50	618 00	
			840 yards English Brussels, at \$1 25	1,050 00	
			660 yards cocoa matting, at 45 cents	297 00	
			21 English cocoa mats, at \$2 50	52 50	
		do.....	72 yards huck. diaper, at 31 cents	22 50	
			73½ yards green cambric, at 12½ cents	9 19	
			1 dozen linen tape	1 00	
			2 dozen spools cotton, at 50 cents	1 00	
30	March 17 18 19 20	G. M. Wightdo.....do.....do.....	1 oak revolving chair	10 00	
			2 oak revolving chairs	20 00	
			2 oak revolving chairs	20 00	
			Making partitions in drawers	1 00	
			do.....	1 00	
			1 high revolving chair in leather	10 50	
			2 high cane seat chairs	13 00	
			2 chairs in leather	21 00	
			1 oak revolving chair	10 00	
			do.....	10 00	
	April 18 23 26 May 11 18	do.....do.....do.....do.....do.....	4 solid mahogany desks	100 00	
			2 mahogany posting desks	150 00	
			2 hatstands, \$15; 1 revolving chair, \$10	25 00	
			1 leather cushion	3 25	
			1 oak revolving chair	10 00	
			1 solid mahogany desk	50 00	
			1 solid mahogany pedestal table	50 00	
			1 revolving chair and leather cushion	13 25	
			2 oak revolving chairs	13 00	
			1 solid mahogany reference case	14 00	

30	do.....	1 solid mahogany pigeon-hole case.....	3 00
		2 wall desks.....	50 00
		Repairing and varnishing 5 chairs.....	7 00
		Repairing and varnishing 2 revolving chairs, and screws.	4 00
			609 00
		Deduct bill for old furniture, lot at sale, on account of office.....	34 75
			574 25
31	W. E. Moran	Additional allowance as messenger in the General Land Office, as authorized by the 11th section act August 26, 1842, from May 1 to 31, 1860, at \$140 per annum	
	G. Rowzee	Paid Mrs. T. M. Rowzee for washing 144 towels, at 75 cents per dozen, in the month of May, 1860	9 00
		Paid Caroline Moran for washing 112 towels, at 75 cents per dozen, in May, 1860	7 00
		Elbert F. Turner, for services as scavenger for month of May, 1860, \$10; for removing ashes from furnace, \$4.	14 00
		Thomas D. Bond, for miscellaneous work	4 50
		Carriage hire.....	50
			35 00
March 30	C. S. Whittlesey	6 small coal-oil lamps, at \$1 50	9 00
		5 gallons coal-oil, \$5; 3 Britannia lamps, \$1 50.....	6 50
		2 lanterns, \$3; 2 gallons spirit gas, \$1 20	4 20
		2 5-gallon cans, \$2 50; 1 pair scissors, 50 cents.....	3 00
		2 lanterns, \$3; ½ dozen coal-oil chimneys, \$1 50	4 50
		2 coal-oil lamps, large.....	5 00
		5 gallons spirit gas	3 00
		5 gallons coal-oil	5 00
		2 dozen coal-oil wick, 50 cents; 1 pair scissors, 50 cents.	1 00
		1 ½-gallon can	31
		1 large lantern.....	1 50
		½ dozen coal-oil chimneys	1 50
		5 gallons coal-oil	5 00
		do.....	5 00
		5 gallons spirit gas	3 00
		½ dozen coal-oil chimneys	1 50
		5 gallons coal oil	5 00
April 5	do.....		
6	do.....		
10	do.....		
12	do.....		
14	do.....		
May 10	do.....		
12	do.....		
14	do.....		
28	do.....		
			64 01

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. June 1	1860. April 6	G. Rowzee	Fitting keys to two locks, 50 cts.; repairing lock, 25 cts	\$0 75	
	10	do.....	Fitting keys to two locks.	50	
	13	do.....	Repairing 2 chairs, at 50 cents.	1 00	
	27	do.....	Repairing chair and fitting key	75	
	May 2	do.....	Making 3 stands for water coolers, at \$1 each.....	3 00	
		do.....	Fitting key to lock, 25 cents; repairing table, 25 cents..	50	
			Repairing desk and putting on lock, \$1 25; repairing chair, 50 cents	1 75	
	24	do.....	Fitting two keys to locks, 50 cents; fitting 2 keys and repairing desk, \$1.....	1 50	
	29	do.....	Fitting 3 keys, 75 cents; repairing desk, 50 cents.....	1 25	
			Repairing 3 chairs, \$1 75; covering chair bottom, 50 cts	2 25	
	30	do.....	Covering chair bottom, 50 cents; furnishing and putting on 2 locks, \$1 50.....	2 00	
		do.....	Making 6 book rests, at 50 cents each.....	3 00	\$18 25
	May 21	American Telegraph Company.....	Forwarding message, Joseph S. Wilson to Hopkins and Delonde, Nebraska City.....	7 56	
	24		Forwarding message to Receiver of Public Money, Fort Scott	3 13	
	2 April 3	Philp & Solomon	1 gold penholder.....	1 67	10 69
	4	do.....	3 gold penholders	5 00	
			2 gross magnum bonum pens.....	1 00	
	10	do.....	6 gold pens and screw-holders	10 00	
	11	do.....	2 gross American pens.....	1 00	
	13	do.....	1 gold pen and case.....	1 67	
	18	do.....	do.....	1 67	
	27	do.....	29 boxes pens.....	14 50	
		do.....	1 India-rubber diamond pointed pen.....	3 75	

May	4	do	2 gold pens and holders	3 34	
	5	do	1 gold pen and holder	1 67	
	24	do	36 boxes pens	18 00	
	26	do	3 boxes pens	1 50	
	29	do	1 gold pen and holder	1 67	
	31	do	do	50	66 95
June	6	J. Baumgarten	1 German silver rule, type scale, 18 inches long		15 75
	8	J. Shillington	1 stamp handle, ink, &c		10 00
	11	G. M. Wight	1 mahogany pedestal desk	75 00	
			1 oak revolving chair, \$10; covering chair bottom, \$1 50.	11 50	
			Making partitions in drawers	2 00	
	5	do	1 leather cushion	3 25	
	6	do	2 revolving chairs, \$20; 2 leather cushions, \$6 50	26 50	
	11	do	3 revolving chairs	19 50	
		do	1 mahogany desk	25 00	162 75
March	13	J. D. B. DeBow	One year's subscription to "DeBow's Review," from July, 1859, to July, 1860		5 00
	3	L. F. Clark	Sewing and laying 189 yards cocoa matting, at 12½ cts	23 62	
	5	do	2 large window shades, at \$4 each	8 00	
April	12	do	Cutting, making, and laying 323½ yards tapestry carpet, at 15 cents per yard	48 48	
	14	do	3½ pounds best carpet thread, at \$1 25, \$4 37; (14th,) 5 pounds best carpet thread, at \$1 25, \$6 25	10 62	
			Making, &c., 495½ yards tapestry carpet, at 15 cents	74 29	
		do	Laying 401 square yards matting, at 10 cents	40 10	
	21	do	13 pieces matting binding, at 50 cents	6 50	
			Making, &c., 424½ yards tapestry carpet, at 15 cents	63 67	
			4½ pounds best carpet thread, at \$1 25	5 62	
			Laying 259 square yards matting, at 10 cents	25 96	
			8 pieces matting binding, at 50 cents	4 00	310 80
June	16	Adams's Express Company	Freight on box from New York		4 00
	18	T. W. Fowler	Subscription to volume 14 of Benton's Abridgement of the Debates in Congress		3 00
	14	J. Bien	Printing and paper of 100 copies of map of Oregon	8 00	
			Printing and paper of 100 copies of map of Washington Territory	10 00	

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what paid.	Amount.	Total.
1860. June 18	1860. June 14	J. Bien—Continued.....	Printing and paper of 200 copies of map of Kansas and Nebraska.....	\$14 00	
			Printing and paper of 100 copies of map of Minnesota.....	8 00	
			Printing and paper of 60 copies of map of California.....	8 00	
			Printing and paper of 60 copies of map of Wisconsin.....	6 00	
			Printing and paper of 60 copies of map of Iowa.....	5 00	
			Printing and paper of 60 copies of map of Florida.....	6 00	
			Printing and paper of 60 copies of map of Louisiana.....	5 00	
			Printing and paper of 60 copies of map of New Mexico.....	8 00	
			Box and cartage.....	2 00	
30	27	Abraham Turner..... Elbert F. Turner.....	Hauling 13 loads ashes, at 25 cents..... Services as scavenger in June..... Removing ashes from furnace.....	----- 10 00 4 00	\$80 00 3 25
		Caroline Morton.....	Washing 112 towels, at 75 cents per dozen..... Making 50 towels, at \$2 per dozen.....	7 00 8 33	14 00
		T. M. Rowzee.....	Washing 144 towels, at 75 cents per dozen..... Making 3 table covers, at 37½ cents.....	9 00 1 12	15 33
	1	W. H. Nalley.....	Printing, ruling, and binding 6-quire medium Repayment and Change of Entry, vol. 2, at \$2 40 per qr....	14 40	10 12
	6	-----do.....	Printing, ruling, and binding 6-quire medium Reports on Condition of Receivers, &c., at \$2 40.....	14 40	
	May 21	-----dc.....	5 titles on letters and miscellaneous, at 25 cents..... Backing 1 Diagram of Louisiana.....	1 25 25	28 80
	22	-----do.....	Binding 11 volumes Field Notes of Minnesota, at \$3 50.....	38 50	
	24	-----do.....	Binding 3 Tract Books, Milwaukee, at \$3.....	9 00	

26	do.....	12 titles on Tract Books, Milwaukee, at 25 cents.....	3 00
31	do.....	Binding 9 volumes Abstracts, Wisconsin, at \$3.....	27 00
		Mounting on board 1 Diagram of Alabama.....	50
		Backing 1 Railroad Diagram.....	3 75
4	do.....	Backing 101 Illinois plats, at 25 cents.....	25 25
		Binding 1 volume.....	5 00
7	do.....	Trimming and joining 1 Diagram of Mobile Railroad.....	2 25
		Backing 1 plat Genevieve lands.....	50
10	do.....	Binding 4 volumes Field Notes, Utah, at \$3.....	12 00
15	do.....	Binding 1 volume Abstracts, Military Land Warrants.....	3 00
19	do.....	500 pieces of boards.....	5 00
		18 morocco tags, Alabama Land District, at 25 cents.....	4 50
		Backing 264 Alabama plats.....	66 00
		Binding 2 vols. Alabama Plats.....	10 00
23	do.....	Backing and joining 1 Railroad Diagram, Minnesota.....	1 25
		Backing and joining 1 Railroad Diagram, Arkansas.....	1 50
25	do.....	18 titles on Tract Books.....	4 50
27	do.....	Backing 280 Alabama Plats, at 25 cents.....	70 00
		Binding 2 volumes.....	10 00
			304 00
2	Blanchard & Mohun.....	4 reams foolscap, \$4; 12 reams letter paper, \$18.....	22 00
		1 ream pink blotting paper, 25 cents; 2 dozen patent blotting boards, \$2.....	2 25
		2 dozen red and blue pencils.....	2 00
		1 dozen oval glass inkstands.....	2 50
		1 dozen cast iron inkstands.....	1 00
		2 dozen carmine ink.....	4 00
		50 dozen red tape.....	2 50
		6 long heavy iron weights.....	6 00
		1 dozen lignumvitæ rulers.....	3 00
		2 dozen mucilage and brush, \$6; 1 dozen ivory folders, \$3.....	9 00
		1 extra large penknife.....	2 50
11	do.....	6 dozen silk taste.....	9 00
17	do.....	6 reams large brown wrapping.....	30 00
19	do.....	6 penknives.....	7 50
20	do.....	10 reams letter paper, \$15; 24 dozen lead pencils, \$7 20.....	22 20
		2 dozen red and blue pencils.....	2 00
		4 dozen M. & N.'s ink, 80 cents; 1 doz. carmine ink, \$2.....	2 80
		2 dozen Arnold's red ink.....	4 00

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. June 30	1860. April 20	Blanchard & Mohun—Continued	2 pounds India-rubber, \$2; 12 dozen pen-holders, \$3----	\$5 00	
	24	do-----	6 reams blue cap	6 00	
			18 reams letter paper, \$27; 6 reams note paper, \$18----	45 00	
			2 doz. blotting boards, \$2; 3 doz. oval glass inkstands, \$15	17 00	
			6 dozen Arnold's red ink, \$12; 1 pair shears, \$1; pair scissors, 50 cents.....	13 50	
			20 dozen silk taste, \$30; 100 red tape, \$5.....	35 00	
			3 dozen rulers, \$9; 1 pound sponge, \$1.....	10 00	
	26	do-----	12 sheets double elephant drawing paper.....	4 56	
			$\frac{1}{2}$ ream blue flat demy.....	4 50	
	27	do-----	10 reams waste paper, \$6; 1 pair spring dividers, \$1 50.	7 50	
			1 drawing pen.....	1 50	
	28	do-----	20 reams ex. sup. letter paper.....	60 00	
			12 sheets antiquarian drawing paper	12 00	
			24 sheets double elephant.....	9 12	
			24 sheets elephant	2 40	
			24 sheets royal.....	2 40	
			1 dozen 4-blade penknives.....	15 00	
			3 dozen erasers, \$9; 20 dozen silk taste, \$30-----	39 00	
			2 dozen paper weights, \$4; 2 doz. mucilage and brush, \$6	10 00	
			12 dozen pen-holders.....	3 00	
	1	do-----	1 2-foot ivory rule.....	3 50	
			1 2-foot box-wood rule	1 50	
	3	do-----	2 letter clips, \$1 75; 2 letter clips, \$1.....	2 75	
	10	do-----	2 maps of the United States, \$8; 2 penknives, \$2 50----	10 50	
	14	do-----	3 key rings, \$1; 6 gutta-percha pencils, \$3	4 00	
			2 scrap books.....	2 00	
	19	do-----	6 boxes eyelets, \$3; 1 25-foot measure, 75 cents.....	3 75	
			10,000 seal wafers.....	8 00	
	28	do-----	1 inkstand, \$2; (29th,) 24 yards tracing cloth, \$24-----	26 00	

31	-----do-----	4 reams foolscap, \$4; 12 reams letter paper, \$18. 1 ream envelope paper, \$1; 1 ream pink blotting paper, 25 cents. 2 dozen blotting boards, \$2; 24 doz. lead pencils, \$7 20. 2 doz. red and blue pencils, \$2; 1 doz. oval inkstands, \$2 50 2 dozen quarts M. & N.'s ink, 40 cents; 2 dozen pints M. & N.'s ink, 40 cents. 3 dozen carmine ink, \$6; 50 dozen red tape, \$2 50. 2 pounds India-rubber 1 pound sponge 3 common penknives. 1 box pencil points, 5 cents; 4,500 paste boards, \$45. 2 reams flat demy paper 4 reams large brown wrapping paper 25 pounds gum arabic. 1 dozen Rodgers's penknives 4 dozen ink erasers 5 reams large waste paper. 10,000 seal wafers. 1 razor strap 25,000 seal wafers. 6 dozen silk taste 2 dozen mucilage 1 ream ex. sup. foolscap. 1 Rodgers's 4-blade penknife. 1 dozen silk braid 1 ream super. 4-to post 2 punches.	22 00 1 25 9 20 4 50 80 8 50 2 00 1 00 1 32 45 05 12 00 20 00 25 00 15 00 4 00 3 75 8 00 1 00 20 00 9 00 6 06 3 00 1 25 1 50 3 00 25
June 2	-----do-----	6,000 feet gas, 35 cents, \$21; 4 lamps, \$2 50 each, \$30. Extra allowance under act 1842. 12 boxes pens, 50 cents, \$6; 1 gross pens, 50 cents 2 gold pens and cases 1 gold pen and case 2 gold pens and cases, \$1 67 1 gold pen and case 4 gold pens and cases, \$1 67 1 extended case 1 gold pen and case	----- ----- 6 50 3 34 1 67 3 34 1 67 6 67 2 50 1 67
6	-----do-----		
7	-----do-----		
11	-----do-----		
13	-----do-----		
19	-----do-----		
21	-----do-----		
22	-----do-----		
23	-----do-----		
26	-----do-----		
27	-----do-----		
	Washington Gas Co.		\$727 10
	W. E. Moran		51 00
5	Philp & Solomon		11 54
9	-----do-----		
12	-----do-----		
13	-----do-----		
14	-----do-----		
15	-----do-----		

STATEMENT—Continued.

Date of payment.	Date of purchase.	To whom paid.	For what object.	Amount.	Total.
1860. June 30	1860. June 28	Philp & Solomon—Continued.....	18 boxes pens.....	\$9 00	\$36 36
	30	W. H. Nalley.....	Printing, ruling, and binding 12 6-quire demy Military Bounty Act, March, 1855, at \$2 per quire	144 00	
			Ruling and binding 4 6-quire medium Patents Transmitted, Cash System, Russia ends and bands, at \$2 per quire	48 00	
			Ruling and binding 12 1-quire demy, at \$1 50 per quire.	18 00	
			Ruling and binding 12 2-quire cap, at 75 cents per quire.	18 00	
			Printing and binding 2 12-quire demy Accounts of Deputy Surveyors on Pacific, Russia ends and bands, at \$2 per quire	48 00	
	29	do.....	Binding 5 volumes Owen's Geological Report, full Turkey ex., \$6.....	30 00	
			Backing map of United States Territory.....	1 50	
	30	do.....	Binding 6 volumes Abstracts of Locations, \$3	18 00	
			28 lines extra lettering on ditto, at 12 cents.....	3 36	
			Backing one town plat of Jackson	50	
	7	do.....	Lettering 1 book, Certificates sent to Recorder.....	50	
			8 morocco tags Alabama districts for ditto, 25 cents	2 00	
					331 86
July 10		M. E. Fowler.....	4 signs, 1 31-inch, \$8 ; 1 25-inch, \$6 ; 2 23-inch, \$9.....		23 00
		Merrill Ashurst	Merrill Ashurst, of Santa Fé, New Mexico, as counsel on the part of the United States, employed by Wm. Pelham		100 00
1859. Nov. 30		G. Rowzee.....	Amount transferred to additional clerks		35,000 00
			Paid T. M. Rowzee, washing towels	11 12	
			Paid C. Moran, washing towels	7 00	
			Paid E. F. Turner, scavenger.....	14 00	

A. Turner, hauling ashes	3 50	
Repairing 1 chair	63	36 25
Balance July 1, 1860		70,867 02
		56,405 45
		127,272 47

CASE OF A. D. BOWEN, AGENT FOR THE MENOMONEE
INDIANS.

LETTER

TO THE SECRETARY OF THE INTERIOR,

*The report of Mr. Pritchard in the case of A. D. Bowen, United States
agent for the Menomonee Indians.*

Des Moines, Iowa, December 4, 1897.

DEPARTMENT OF THE INTERIOR,
December 5, 1897.

In compliance with the resolution of the House of Representatives, adopted June 24, 1897, I have the honor to transmit a copy of the report of Mr. Pritchard, the special agent appointed to investigate certain charges against A. D. Bowen, United States agent for the Menomonee Indians, together with a copy of the letter of the Commissioner of Indian Affairs, accompanying the same.

I ought to add that although the resolution was passed on the 24th, it was not received at this Department until the 25th of June, and, therefore, having been delayed on the 25th, it was not possible to report on the last session.

Very respectfully, your obedient servant,

J. THOMAS H. Secretary.

Hon. Wm. F. Brewster,

Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, December 4, 1897.

On the 25th of June, after the adjournment of the last session of Congress, you referred to this office a resolution of the House of Representatives calling for "the report of Mr. Pritchard, the special

CASE OF A. D. BONESTEEL, AGENT FOR THE MENOMONEE
INDIANS.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*The report of Mr. Pritchette in the case A. D. Bonesteel, United States
agent for the Menomonee Indians.*

DECEMBER 6, 1860.—Laid upon the table, and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
December 5, 1860.

SIR: In compliance with the resolution of the House of Representatives, adopted June 23, 1860, I have the honor to transmit a copy of the report of Mr. Pritchette, the special agent appointed to investigate certain charges against A. D. Bonesteel, United States agent for the Menomonee Indians, together with a copy of the letter of the Commissioner of Indian Affairs, accompanying the same.

I ought to add that, although the resolution was passed on the 23d, it was not received at this department until the 27th of June, and, Congress having adjourned on the 25th, it was not possible to report at the last session.

Very respectfully, your obedient servant,

J. THOMPSON, *Secretary.*

Hon. WM. PENNINGTON,

Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, December 4, 1860.

SIR: On the 27th of June, after the adjournment of the last session of Congress, you referred to this office a resolution of the House of Representatives calling for "the report of Mr. Pritchette, who was

appointed to investigate certain charges against A. D. Bonesteel, Indian agent," &c. I have now the honor to transmit herewith a copy of the report referred to, together with accompanying papers. The resolution is returned.

Very respectfully, your obedient servant,

A. B. GREENWOOD,
Commissioner.

Hon. J. THOMPSON,
Secretary of the Interior.

Report of James H. Howe, attorney for the Menomonee Indians.

GREEN BAY, Wisconsin, June 16, 1860.

GENTLEMEN: I have thought it proper to make a report to you of my proceedings, as the attorney for the Menomonee nation of Indians, in the investigation of the charges against Indian Agent A. D. Bonesteel before a special agent of the Indian department in April last. I have delayed until this time because I regarded the testimony against Mr. Bonesteel so complete that his removal would immediately follow its submission to the department. I had no desire to present to you the evidence upon which that result would be based, because neither you nor myself had any personal feeling against the agent; we simply sought his removal because we deemed him unfaithful to the trust reposed in him by the government; we had no personal quarrel to resent on his person. I learned yesterday, for the first time, that the administration had not only resolved to retain him, but had declared him "entirely exonerated" from all charges against him. Under such circumstances, I deem it my duty to lay before you a statement of what the charges and what the testimony adduced in their support actually were. I send you herewith the notes of the testimony as they were taken at the time. They will be found to agree, in substance, with those of the special agent.

I sought to write down the exact language of the witnesses, which Mr. Pritchette did not; hence you will find some verbal differences in the two reports. I have also prepared a sort of index, which I transmit, which may be of service to you in examining the testimony.

The honorable the Secretary of the Interior was singularly unfortunate in his selection of an agent to make this investigation. He was, in my judgment, utterly unsuited, by his habits of mind and body, for this purpose. He manifested the strongest prejudices against the Indians, and that in the most offensive manner. His treatment of them on all occasions, when I was present, was insolent and overbearing.

He, apparently, did not believe a word they said, and very rarely hesitated to avow his disbelief. He, as apparently, had the utmost confidence in every statement made by the accused or his employés. A divinity seemed to hedge an official until he got down to the blacksmith who had volunteered an affidavit in behalf of the Indians.

He occupied the same premises that were used by Bonesteel and his counsel, and was, to all appearance, in confidential communication with them during the whole time of the investigation.

I shall have occasion to state his course in reference to a few matters that arose, from which you will be able to judge of his good temper and fairness.

It is but just to say here that a portion of the charges were utterly unsupported by any evidence. Some of them had no existence; others we were unable to prove because of the absence of witnesses. The charges in reference to the sale of lumber, and the conduct of Bonesteel to the Indians at "payment time," were not supported by proof. The former would never have been heard of if Mr. Bonesteel or his employés had explained the transaction to the Indians. This is true of several others.

The principal charge against Mr. Bonesteel, which was established by conclusive proof, is, that in the month of January, 1859, he was intrusted with \$5,000 with which to purchase provisions for the Indians, and that he did not apply it to that purpose.

The money was transmitted to him from Washington on the 22d of January, 1859. It must have been received by him on or about the 28th of that month.

Mr. Gauthier (Gokey) testifies (p. 35) that he, in company with head chief A-quo-no-ma, second head chief Keshena, left the reservation for Washington on the 15th of January, 1859; that a portion of the provisions purchased by Bonesteel had arrived *before* his departure; and that he met more on the way as he went to Fond du Lac. This statement is corroborated by A-quo-no-ma (p. 18) and by Keshena, (p. 24.)

Powell says the provisions began to arrive about the middle or last of February, (p. 91.)

There is no testimony, then, contradicting Mr. Gauthier's, and it is *conclusive* that a greater portion at least, and probably all of them, were purchased prior to the 15th of February, 1859. Mr. Bonesteel alone *knew* when they were purchased, and he introduced no proof fixing a later day.

For this \$5,000 he sent to the reservation 400 *sacks*, of 98 pounds each, of flour, 100 barrels of mess pork, and 150 bushels of corn. He took a receipt signed by the chiefs, and *dated the 21st day of April*, 1859, for this quantity of provisions, and filed it as his *voucher* for that sum of money.

This gave him \$4 62½ per sack for flour, or \$9 25 per barrel; \$29 25 per barrel for pork, and \$1 50 per bushel for corn delivered at the warehouse.

Now, what were flour, pork, and corn worth, and for how much *ought* they to have been delivered? It is in proof that the usual prices for transportation from Fond du Lac, Oshkosh, and Omro to the reservation were one dollar per hundred pounds. This would be two dollars per barrel for flour, and three dollars per barrel for pork.

Mr. Nabor, a merchant near the reservation, says that second quality of flour, superfine, was worth, in February, 1859, at Shawano, eight miles from the Indians, \$6 50; first quality of winter wheat, \$7 per barrel, (p. 14;) that he bought pork at Mayville, twenty miles from Fond du Lac, and that he *sold* it, at his store in *Shawano*, for \$20 a barrel at this same time.

If this is a *true statement*, Mr. Bonesteel's profit upon flour was from

\$2 75 to \$2 25 per barrel, and upon pork \$9 25 per barrel, making a *net profit* on flour of at least \$450, and on pork of \$925; in all, \$1,375 upon \$5,000.

An Indian testifies (p. 37) that he purchased flour *on the pay ground*, at the very time of this distribution, for \$6 per barrel.

D. W. Smith, a merchant at Fond du Lac, testifies that on the 8th of February, 1859, he purchased best quality of spring wheat flour for \$2 75 per sack; on the 15th of February he paid \$3; and on the 25th, \$3 25, which was the highest point reached. If *this* be true, after adding \$1 for transportation, Bonesteel's profits were from \$1 75 to \$1 25 per barrel, according as he bought in the first or in the latter part of February.—(See testimony, p. 120.)

Wm. C. Fredericks, a merchant doing business at Oshkosh, testified (p. 121) that, February 1, 1859, he sold flour of an extra quality, at that town, for \$2 62 per sack, and February 16 and 24 at the same price. This, if true, would afford Mr. Bonesteel a profit of \$2 a barrel on his purchase of flour.

Mr. Alonzo Bachelder testified (p. 121) that in the winter of 1859 he *manufactured* two hundred sacks of flour for Mr. Bonesteel, which he understood, but not from Bonesteel, were for the Indians, and that he afterwards, in the *latter part of February*, sold the same quality of flour from \$2 87 to \$3 12 per sack. This would give Mr. Bonesteel a profit of from 75 cents to \$1 25 per barrel.

Before this witness's examination was completed he was directed by Mr. Pritchette to procure his "books," and he left for that purpose. Before his return I was obliged to leave for Madison, and I left the completion of his examination to my associate, Mr. Pritchette voluntarily consenting that his examination should be finished.

I am informed by Mr. Kershaw, my associate, that after my departure Mr. Pritchette refused to permit him to finish the affidavit of Mr. Bachelder, and denied all knowledge of any promise to do so. This is much to be regretted, as we could have proved, I am instructed, that he made at least a portion of the flour which Mr. Bonesteel sent to the Indians, as his books would have shown.

When Mr. Pritchette made the arrangement in regard to this re-examination he was very much intoxicated, and perhaps could not remember it upon becoming sober.

Mr. John Marshall gives the price of flour about the middle of February at \$2 62 per sack, the same as given by Mr. Fredericks, (p. 124.)

J. A. Paige, of Oshkosh, gives the price of heavy mess pork in that place, January 18, 1859, at \$16 66 per barrel, with a rise to March 30 up to \$18 16. By adding \$3 per barrel for transportation, we have a net profit of from \$800 to \$950 upon the pork alone. He agrees substantially with Fredericks as to the price of flour.

To rebut this case, Mr. Bonesteel examined two Indian traders, Mr. Cown and Mr. Cavert, who testified that they *sold* flour at retail for about the prices Mr. Bonesteel charged the Indians.—(See pp. 106, 107, and 110.) Mr. Cown testifies to paying at Oshkosh \$7 a barrel for flour, and \$22 a barrel for pork. *This*, it will be remembered, is in the very town where Fredericks and Paige were *selling* at the same time at the prices stated by them above.

Wright also testifies to paying \$3 a sack for flour in January and February in Oshkosh, and that they asked \$22 for pork. *These figures would give Bonesteel a profit of \$650 on the purchase, (p. 103.)*

Powell testifies to paying Cavert about the prices he asked for pork and flour, and says Nabor's pork was very poor and lean.

It will be noticed, from the testimony, that Gauthier and the Indians returned from Washington on the 8th of March, 1859, and all these provisions were distributed before that time. Powell says (p. 92) that the receipt for the provisions was signed by the Indians *before* they were divided, and *he* puts the time of the division in March, and thinks it was before the Indians returned from Washington.

The testimony also shows that there was a rise in flour after March 1. Why, then, was a *receipt*, which was actually signed the first week in March, dated the *21st day of April*, unless it was to claim the rise in the commodity between those dates.

It is true we did not show the price Bonesteel actually paid for this flour and this pork, because we did not know of whom he purchased. *He* knew it, and could have established *at once* the fairness of the transaction by showing a public letting of a contract at which all the dealers in a rich agricultural country had an opportunity to bid. Does any man believe that if such a letting was had, Bonesteel would not have shown it? Or, if it was had, that not one of the grain-dealers who were examined would have furnished these articles at a cheaper rate, and so more of them?

It is of no consequence whether Bonesteel put this money into his own pocket or into a friend's. The wrong to the Indians is the same, and the dreadful responsibility for the starvation of this people, testified to by so many of the Indians, rests the same upon his guilty head.

The chief Corrow, (p. 40,) a Christian Indian, says, "that his own little children had nothing to eat but sugar; that if it was not for that gift of the Almighty they would starve."

A-quo-no-ma and Keshena both testify to this suffering among them. All this transpires while their agent, intrusted with a sacred fund, embezzles their very food, and an American government declares him "entirely exonerated."

It is not necessary to occupy your time with a statement of the other smaller charges proved against him. He kept his horse upon the hay and grain of the Menomonees one winter, and two colts another winter.—(*Testimony, pp. 6, 10-13.*)

He retains Haas as farmer, though he knew that Haas was trading with the Indians in open violation of law, and, though the proof does not show it positively, yet there can be little doubt, with full knowledge of Haas's constant system of petty larcenies described by the witnesses. The utter want of confidence in him, shown by all the Indians who testified, could not exist without some reason for it.

With regard to charges against William Powell, the interpreter, the course which the special agent pursued prevented all adequate examination of them. One of the charges was, that Powell had for many years lived with a Menomonee woman as his wife, and that she had borne him children; that he had deserted her, and thrown them upon the tribe for support. Although the woman was present to tell

her story, the special agent decided that it did not come within the scope of his instructions, and refused to hear her.

Another charge was, that Powell had told the Indians, for the purpose of defrauding the government, that when making an application for a land warrant, under the act of 1855, they must say that "Pe-po-ne-na" was a *child* of a deceased warrior, when, in fact, she was a grandchild, and so not entitled to a warrant; and that he *interpreted to Bonesteel* the statement that Pe-po-ne-na was a *child*, knowing it to be false of his own knowledge; being thus guilty of subornation of perjury.

After examining one witness, (p. 51,) who sustained the charge in every particular, he refused to permit me to examine other Indians who had heard Powell's statement; compelling me to put upon the stand *only* the very Indian witnesses who had committed perjury in obtaining the warrant. He afterwards wrote down Powell's statement concerning the same matter with great fullness. He decided that the testimony of those Indians who *heard* Powell give the direction to commit this crime was only *secondary* evidence, and inadmissible.

The explanation which Powell gives of the hay and oats he took for his cows and horse is substantiated by Haas, and is, briefly, that they borrowed of and lent to each other the property of the Indians, without measuring or weighing, each reposing a sublime confidence in the honesty of the other when dealing with that class of property. The proof is pretty plain that they both dealt in blank vouchers, though we were unable to show to what extent.

Powell admits that he refused to interpret to Bonesteel the Indians' complaint about the schoolmaster, Andrews, because "he knew himself it was not true," (p. 97.)

Six of the leading chiefs of the nation testify (pp. 17, 24, 38, 39, 42, 46) that the Indians resolved to send for but \$3,000 to buy provisions, and yet Bonesteel sent for \$5,000. Powell says (p. 88) that they sent for \$5,000 because the Indians wanted that amount. It is a question of veracity between these chiefs and the interpreter, William Powell.

I am willing to trust the decision of this question to anybody but Special Agent Pritchette.

The fact that Powell is one of the persons interested in the claims which are now being prosecuted against this tribe of Indians ought to exclude him from any official connexion with them.

Keshena testified that Powell, at Fond du Lac, urged upon him to allow these claims in an indirect way, (p. 27,) but Pritchette ruled it out as not testimony, and refused to write it down.

I have just learned, though I cannot vouch for its correctness, that this same interpreter is now engaged in concerting plans to enforce the payment of these claims, and is about to proceed to Fort Wayne and Washington with that view.

I do not deem it necessary to occupy your time with a consideration of the charges against Haas, the farmer. In his own testimony he confesses to having traded with the Indians habitually, to having fed his own and strangers' horses from the hay and grain of the Indians, and is silent upon the direct charge of Tiko (pp. 2 and 3) that he

used the flour and pork raised with the labor and the money of the Indians. He says, indeed, that he bought as much hay and oats as he used; but he kept it as common stock, mixing his own property with theirs, in a manner rendering it utterly impossible for him to determine whether he was using their property or not.

Any person can judge whether or not the property of the Indians would suffer from such management.

There must be something radically wrong, either in the system or in its application, which subjects the Indians to the expense of a "farmer," at a large salary, with constantly occurring "disbursements" for a series of years, with no other return than that described by their witnesses.

This expense has so far divided about one hundred bushels of rye and nearly as many potatoes.

Mr. Haas has been the farmer *four* years.

The special agent refused to permit me to examine any of Mr. Bonesteel's vouchers, though they had been given to him for *some* purpose by the Commissioner of Indian Affairs. He exhibited them upon his table the first day, apparently in the "original package," and that is all I saw of them.

Accordingly, I do not know whether Mr. Leach, the miller, was paid for the whole year of 1858 or not. The proof shows (pp. 56 and 64) that Leach left the reservation in November, 1858, declaring that he had "resigned," and was absent about five months. Upon his return he declared that he had been paid for all the time he was absent. Mr. Wetzel, the blacksmith, testifies (p. 57) that the "pond" was open for six weeks after Leach left, and that the mill was run by another man.

One of the charges against both Bonesteel and Powell was, that they defrauded the government by knowingly permitting men of mature age to apply for and obtain land warrants as *minors*.

I put upon the stand Mah-no-me-tah, an Indian to whom a land warrant had been issued as the *minor son* of Wa-pa-non, a Menomonee warrior. He was manifestly a man nearly forty years of age; yet because he did not disclose a knowledge of the nature of an oath to the satisfaction of Mr. Pritchette, he was summarily dismissed, his testimony not taken, and the evidence furnished by his personal appearance *lost*.

In considering this, you must bear in mind that Bonesteel was *present* when this man made his application, took his affidavit, and *saw* him.

I am aware that this investigation failed to accomplish all that was expected of it.

We labored under many difficulties.

We could not compel the attendance of witnesses; in two cases white men, whose knowledge was important to us, refused to attend at all.

The Indians had no money to defray any expenses, and Mr. Kershaw and myself were obliged to advance to them.

But the great obstacle was the gross partiality and unfairness of the special agent. I have given specimens of his rulings upon testi-

testimony, which will indicate to you his habitual course. His violence of temper was extreme, and the whole was aggravated by the fact that during the last days of the examination at Fond du Lac he was constantly so intoxicated as to render the transaction of business difficult and exceedingly unpleasant.

Fairness and justice were not to be expected from a mind so clouded by prejudice, passion, and drunkenness.

I shall not dwell upon this subject. I have discharged the duty assigned to me to the best of my ability—I regret with so little benefit to this suffering tribe of Indians.

I am, gentlemen, very truly yours,

JAMES H. HOWE.

Hons. CHARLES DURKEE, J. R. DOOLITTLE, C. C. WASHBURN, and
JOHN F. POTTER, *Washington.*

WASHINGTON, *June 8, 1860.*

SIR: In conformity with your letter of appointment as “special agent for the investigation of certain charges against the official conduct of A. D. Bonesteel, United States Indian agent at Fond du Lac,” Wisconsin, and in obedience to your instructions of the 13th of March last for the discharge of my duty in the premises, I have the honor to report:

That on the 15th of March last, having received from the department the papers necessary for the prosecution of the investigation intrusted to me, I on that day left the city of Washington for Fond du Lac, by the way of Chicago at which place your instructions directed me to inquire whether the physical condition of Mr. Bonesteel would justify the immediate proceeding with the investigation.

On my arrival at Chicago, I repaired at once to the office of Dr. Brainard, the surgeon of Mr. Bonesteel, and ascertained he was in Fond du Lac. I consequently immediately proceeded thither, and waited upon him at his residence. I found that, although partially recovered from the dislocation of the hip joint, the result of a railroad accident, which had not been reduced until six weeks after its occurrence, he was still suffering from a paralysis of the right leg, and consequently, in my judgment, utterly unfit to undertake a land travel of upwards of one hundred miles over the worst possible roads, as I was then informed, and afterwards ascertained, for a great portion of the distance. Upon consultation with his physician, he favored my view of the case; but upon the earnest representations of Mr. Bonesteel, that his anxiety to meet the charges against him, in person, would, upon being debarred therefrom, be more detrimental to his health than the journey, he gave a reluctant consent to his wishes.

Having, on the authority of Dr. John Wiley, a member of the legislature of Wisconsin, corroborated by Mr. Bonesteel, telegraphed to

you on the 22d of March that the Indians were suffering for want of provisions, and having received your despatch in reply on the next day, authorizing the purchase of fifty barrels of pork and two hundred sacks of flour for their relief, I on that day purchased forty-eight barrels of pork and two hundred sacks of flour, contracted for its transportation to the Menomonee reservation, and on the same day, the 23d of March last, proceeded, in company with Agent Bonesteel and his attorney, Isaac S. Tallmadge, esq., twenty miles by railroad to Oshkosh, and thence, there being no public conveyance, by private conveyance to Keshena, the Indian village on the reservation, which was reached on the evening of the 26th of the same month.

On the next day I held a council with the chiefs and headmen of the Menomonees, a memorandum of which is herewith presented, marked (A,) from which it will appear that they desired to postpone the investigation until the arrival of the provisions which they alleged had been promised their delegation at Washington, and until the arrival of W. J. Kershaw, who had accompanied it thither as their attorney, should be present.

For obvious reasons their request for a postponement until the arrival of the provisions was peremptorily refused, and the inquiry made of them how long a postponement would be necessary to insure the presence of Mr. Kershaw. They asked one day to determine, which was granted, and on the succeeding day convened in council and informed me that a delay of five days would be ample, which was accorded to them, and the investigation was postponed accordingly until Thursday, the 3d of April last. A memorandum of this council is herewith presented, marked (B.) In conformity with this arrangement, notices were posted at four different places in Keshena, also at the trading post of George Cown, four miles distant, and at Shawano, the county seat, distant eight miles from the reservation. A copy of this notice is herewith presented, marked (C.)

On the 2d of April James H. Howe, attorney general of the State of Wisconsin, presented himself in the stead of Mr. Kershaw, as the attorney of the Indians, to whom my instructions were exhibited, and at his request a copy of the letter of the honorable the senators and members of Congress from Wisconsin, setting forth the charges against Mr. Bonesteel, was furnished to him.

No person "residing in the vicinity of the Indians" presented himself with the authority of those gentlemen, as contemplated in your instructions, "to afford me all the facilities in his power, and to be present and cross-examine the witnesses," I determined to proceed without such aid on the day fixed in the public notice.

As preliminary thereto, Mr. Howe requested in writing a scrutiny of all the vouchers during the official term of Mr. Bonesteel. His letter, marked (D,) together with a copy of my reply, marked (E,) are herewith presented, as also a second letter from him, asking copies of the vouchers relating to the "Central Farm," herewith presented marked (F,) together with my reply thereto, marked (G.)

The general ground of my refusal to allow this scrutiny, as stated in my answer to his request, was, that the vouchers were intrusted to me to test their accuracy, where the evidence adduced called them in

question, in which case they were declared accessible to him, but not to enable the complainants or their attorney to fashion new charges of which the accused had no notice, and consequently no preparation to meet. At the same time he was informed that he was at liberty to introduce any charges whatever which he had testimony to support, without being confined to those set forth in the letter of the honorable the senators and representatives in Congress, accompanying my instructions.

On the 3d of April, agreeable to the public notice, the Indians with their council assembled at the school-house in Keshena; but by reason of the necessary absence at an election then holding in Shawano of Mr. Talbott Prickett, who had been appointed interpreter for the occasion, at the request of the Indians the investigation was adjourned until the next day.

On the 4th of April the investigation was commenced and conducted in the following manner: Mr. Howe, as the attorney for the Indians, produced their witnesses in support of their charges against Agent Bonesteel and the employés on the reservation, in the examination of whom he was guided by the affidavits accompanying the memorial of the legislature of the State of Wisconsin to Congress, the printed copies of which were before him. From these he questioned each witness upon the facts therein set forth, in order to reproduce them for the purposes of the investigation. The fullest license was allowed to him in interrogating them, without the unnecessary application of technical rules in the admission of their testimony, the special agent interposing throughout such questions to the testifying witness as seemed to him calculated to elicit the truth. The attorney of Mr. Bonesteel, Isaac S. Tallmadge, esq., was then allowed to cross-examine, the special agent pursuing the same course as on the examination in chief in eliciting the truth. The same system was pursued upon the introduction of the rebutting testimony by the attorney of Mr. Bonesteel, Mr. Howe, the attorney for the Indians, being allowed to cross-examine. Each deposition, when completed, was distinctly read and interpreted, sentence by sentence, to the Indian witness, and his assent had to its accuracy, and such alterations and additions made thereto as required before affixing his mark or signature. It was then witnessed by Talbott Prickett, the interpreter appointed at the request of the Indians, as before stated, and also by William Powell, the United States interpreter, and Joseph Gauthier, the interpreter who accompanied the late delegation to Washington, and who had been the interpreter between Mr. Kershaw and the Indians in the preparation of the affidavits accompanying the memorial to Congress, the two latter, during the delivery of the testimony, being charged with the correction of the interpretation of the principal interpreter when any question arose as to his accuracy. The deposition was then authenticated by George B. Edmonds, esq., notary public for the county of Shawano, who was employed by the special agent for this purpose.

The investigation, at the special request of the Indians, with the ready consent of Mr. Bonesteel, was entered upon in open council.

The witnesses, however, were frequently interrupted and prompted by individuals from the body of the council, though in every instance checked by the special agent, and warned of its impropriety. In one case, the witness, Shononee, after his deposition had been perfected and he had taken his seat, returned and requested that his evidence should be so changed as to contradict a material fact to which he had sworn, which was accordingly done. This contradiction was made by him, according to his own confession, as appears from the testimony of William Powell, the United States interpreter, because he was afraid of his people, who had scolded him for telling the truth.

The practice of interrupting and dictating to the witnesses under examination still continuing, the special agent distinctly announced to the council that on a single recurrence of this conduct he would examine each witness separate and apart. At the opening of the council the next day the warning and expressed determination of the special agent on this subject was repeated to the council. Nevertheless, during the afternoon, while one of the chiefs was under examination, he was loudly interrupted and prompted; whereupon the investigation was at once adjourned to the next day, and the Indians informed that thenceforth the examination of the witnesses would be made separate and apart; and this course was pursued to the close of the investigation.

From the license given to the complainants in the production and examination of witnesses the testimony is necessarily voluminous. It is therefore proposed in this report to present the testimony upon each charge it is intended to support in the language in which it is given, in connexion with the rebutting testimony relating thereto, with reference to the number of each deposition quoted, in order that the accuracy of the extracts therefrom may be readily tested.

Before proceeding with this branch of the subject, it is proper to state that, at the close of the examination of the witnesses at Keshena, on the Menomonee reservation, a request was made by Mr. Howe, the attorney for the complainants, that an adjournment should be made, to a given day, to Fond du Lac, to enable him to produce testimony at that point to show the market price of flour and pork there at the time of its purchase by Agent Bonesteel, and also the current price of land warrants disposed of by him on behalf of the Indians. This, with the ready consent of Mr. Bonesteel, was accorded, and the investigation adjourned, to be reopened at that place, for the purposes named, on the 20th of April, when it was again entered upon, and closed on the following day, with the exception of the deposition of Isaac S. Tallmadge, esq., who had aided the agent in framing the application for land warrants for the services of the Menomonees in the Black Hawk war, which, with the consent of Mr. Howe, was allowed to be taken *ex parte* at a more convenient season.

The charges against Agent Bonesteel, as exhibited by the testimony intended to support them, will be properly first presented for examination.

These appear to be as follows:

Charge 1. That he allowed the money of the Indians to be taken

from them by force during the payment of their annuities on the Menomonee reservation.

Charge 2. That he neglected to inform the Indians, on the receipt of their annuities, the gross amount thereof, and the amount *per capita* payable to them.

Charge 3. That he kept a horse and two colts in the Menomonee barn on hay and grain belonging to the Indians.

Charge 4. That he allowed one of the employés, Frederick Haas, to trade with the Indians.

Charge 5. That he bought provisions for the Indians at private sale at greater rates than the market prices.

Charge 6. That his neglect to retain a portion of the provisions furnished them, for subsequent distribution during the winter season, was the cause of great suffering to the Indians.

Charge 7. That he obtained from the Indian department five thousand dollars for the purchase of provisions, instead of three thousand dollars, as requested by their chiefs; and that the supply was inadequate to the expenditure.

Charge 8. That he allowed Samuel T. Leach, the miller, to be absent from his duties, and paid him for the period of such absence.

Charge 9. That he appointed William Powell United States Indian interpreter against the remonstrances of the Indians in council.

Charge 10. That he refused to permit a delegation from the tribe to visit Washington, and deceived them with promises in the premises.

Charge 11. That he allowed George Cown and Talbott Prickett, Indian traders, to have lumber from the Menomonee mill, leaving eight Indian houses unfinished for want thereof.

Charge 12. That he countenanced the immorality of one of the employés in cohabiting with a Menomonee woman.

Charge 13. That he did not return to the Indians the market value of their bounty land warrants which he sold for them.

Charge 14. That he paid their money to their traders without their consent.

Charge 15. That he refused to hear their complaints against the employés on the reservation.

In support of the first charge, to wit: That Augustus D. Bonesteel, United States Indian agent for the Menomonees, had allowed their money to be taken from them by force during the payment of their annuities—

Shononee, a head chief, testifies, (deposition No. 1:) "That he had attended three annuity payments made by A. D. Bonesteel, United States agent, in person. That he knows of no instance of himself, during these payments, in which money had been taken from the Indians by force. That he cannot recollect that any Indian had told him that he had his money taken away by force." "That he is the same person who made an affidavit last winter in regard to William Powell and the destitution of his people, and also respecting the conduct of the traders in taking money from them. That the affidavit he speaks of was that signed by him jointly with Shonion."

(This affidavit mentioned by Shononee is marked No. 23 in the "memorial of the legislature of the State of Wisconsin" to Congress.)

Shonion, a second chief, testifies, (deposition No. 2:) "That a year ago last fall Ka-ka-tuck received his money; he saw him go out into the street to the store of Cown, an Indian trader, where he saw George Cown and his wife grab Ka-ka-tuck and take his money from him, and that Cown put the money in his pocket." "Mr. Bonesteel was not present at this transaction—he had gone home to his office. This is the only time he saw anything of the kind. That he and others complained to Mr. Bonesteel that their money was taken away by force by the traders. Keshena was one of those who told Mr. Bonesteel in his office. The interpreter of what they told him was William Powell, the United States interpreter. The only person complained of by him and others to Mr. Bonesteel was Mr. Cown." "That he has never heard Mr. Bonesteel, previous to the payments, tell the Indians that if the traders molested them regarding their money he would attend to the matter."

O-ka-ma-sha testifies (deposition No. 3:) "That he does not know of any difficulty the Indians have had with the traders about money; that he has heard of one with Tah-wan-sa-bone, and no one else."

Talbott Prickett, an Indian trader, (deposition No. 25,) also produced on the part of the complainants, testifies: "That he was formerly a resident trader on the Menomonee reservation." "That the deponent knows of no instance where the money of an Indian has been taken away by force at the annuity payments." "That at the Indian councils, previous to the payment of their annuities, he has heard Mr. Bonesteel tell the council that if any of the traders took money away from them, or any other persons did so, they should come and tell him; that he had no favors to ask of the traders, and none to grant them."

In answer to this charge, the following rebutting testimony was produced on the part of Agent Bonesteel:

William Powell, United States interpreter, (deposition No. 36,) testifies: "That no complaint has ever been made to deponent by Shonion and Keshena that the money of any Indian had been taken away by force, nor to the agent through him, the deponent; and that the agent, before commencing their annuity payments, would tell the chiefs that they should advise their young men to be honest and pay their just debts to the traders on the ground living amongst them; and that if any of the traders, or any others of the whites, should take any of their money by force, they should come and report to him, and that they should be attended to; that he, the agent, had no favors to ask of the traders, and none to grant."

George Cown, the person charged with having taken the money of the Indian, Kah-koutch, swears, (deposition No. 37:) "That he knew Ka-koutch, a Menomonee Indian, (now deceased;) that deponent was at the annuity payment a year ago last fall; that he saw Ka-koutch at that payment; that he did not take any money away from him at that time; that he has never, at any time, at any annuity payment made by Agent Bonesteel, taken money from any Indian by force. That at the payment of the two first annuities by Agent Bonesteel to the Menomonees, he, deponent, heard said agent say to

the Indians, that they should not let the traders take their money from them; and if they did so, to tell him."

George F. Wright, of Oskosh, (deposition No. 38,) testifies: "That he, deponent, has been frequently on the Menomonee reservation, and has attended all the annuity payments since A. D. Bonesteel has been the agent of the Menomonees; that he has never known of any instance at those payments in which the traders have taken money from the Indians by force."

Joseph S. Cavert, Indian trader on the reservation, (deposition No. 39,) testifies: "That deponent has been present at the three annuity payments to the Menomonees made by Agent Bonesteel—all that have been made by him during his term of office; that the said agent has always told the Indians that if any undue measures were taken by the traders at these payments to get their money away from them to report to him."

Charles D. Ambrose, clerk to Joseph S. Cavert, (deposition No. 41,) testifies: "That he, deponent, has been present at the three annuity payments made by the Indian agent, A. D. Bonesteel, to the Menomonee Indians, being all of the payments made by him since he took charge of the agency; that he has heard Mr. Bonesteel, in the council house, tell the Indians that if any of the traders took their money from them by force to let him know, and that he would attend to them; that the Indians have also said in the hearing of deponent that Mr. Bonesteel had so told them; that deponent has some knowledge of the language of the Menomonees; and that the deponent has heard the United States interpreter, William Powell, interpret to the Indians what Mr. Bonesteel told them with respect to the traders aforesaid."

In support of the 2d charge, to wit: That he neglected to inform the Indians, on the receipt of their annuities, of the gross amount thereof, and the amount per capita, payable to them—

Ke-she-na, the second chief, (deposition No. 10,) produced in support of this charge, testifies: "That Mr. Bonesteel never tells them, when he comes to make payment of their moneys, what the amount is which is to be paid to them, as was the custom with the former agents."

In answer to this charge, the following rebutting testimony was produced on the part of Agent Bonesteel:

William Powell, United States interpreter, (deposition No. 36,) testifies: "That the said agent would state the amount of money which he said the Commissioner had sent to pay them; that most generally the Indians would be the first to ask how much they were to receive per capita; that the agent would tell them how much it was per capita."

George Cown (deposition No. 37) testifies: "That he has attended all the annuity payments made by Agent Bonesteel, except on the first day of the payment last fall; that except on that occasion, at which he was not present the first day, he always heard Agent Bonesteel, before he commenced paying the annuity, state to the Indians the amount of the annuity which was to be paid to them, and also how much each of them were to receive."

Joseph S. Cavert (deposition No. 39) testifies: "That he has been present at all the annuity payments made by Mr. Bonesteel, and that the said agent has always told them the amount of money he had brought to pay them, and likewise how much they were to receive per capita."

Charles D. Ambrose (deposition No. 41) testifies: "That he does not remember whether he was in the council house at the commencement of the first annuity payment by Mr. Bonesteel, but at the last two payments he remembers distinctly having heard the agent, Mr. Bonesteel, tell the Indians the whole amount of the annuity they were to receive; that he does not remember to have heard him tell the Indians how much they were to receive per capita; that he, deponent, has no recollection on that point, whether the agent did or did not tell them how much they were to receive per capita."

In support of the 3d charge, to wit: That he kept a horse and two colts in the Menomonee barn, on the hay and grain belonging to the Indians—

Samuel Ti-ko, a Menomonee Indian, (deposition No. 4,) testifies: "That three colts and a horse were kept in the Indian barn during the winter of 1858-'59, the colts were two of them spring colts, and the other coming two years; that they were fed on the Menomonee hay and oats that was in the barn; that two of the spring colts belonged to Mr. Bonesteel, and were kept all winter."

Joseph Pe-na-sha, a Menomonee Indian, (deposition No. 13,) testifies: "That Mr. Bonesteel had a mare in the barn the first winter he worked for Mr. Haas; that it was fed on hay and oats."

In answer to this charge, the following testimony was produced on the part of Agent Bonesteel:

Frederick Haas, farmer to the agency, (deposition No. 43,) testifies: "That there was also kept in the said barn a mare, the property of Mr. Bonesteel, then residing on the reserve, from the month of November until the month of March in the said year, (1857-'58,) and a colt, the property of deponent, kept therein during the said winter; that for the feed of the said mare Mr. Bonesteel sent from Fond du Lac to the agency from twenty-five to thirty bushels of oats; that the said mare was fed from the common stock of Menomonee hay, and that for the feed of his colt deponent purchased hay and oats; that there was also another colt purchased by Mr. Bonesteel, which was kept in the said barn for two or three weeks during said winter; that the oats sent up by Mr. Bonesteel were not kept separate, and that the oats purchased as aforesaid by deponent were not kept separate from the common Menomonee stock of oats; that the hay was also kept in the same manner, that he, deponent, kept no separate account of the hay and oats used as aforesaid, but that he, deponent, always bought enough to supply any deficiency created by the use of the hay and oats, the property of the Indians; that the oats sent up by Mr. Bonesteel, for the use of his mare and colt, were sent up some time after they were in said barn. The deponent estimates the amount fed to them previous to the arrival of the oats by the daily quantity which he gave them."

In support of the 4th charge, to wit: That he allowed one of the employés, Frederick Haas, to trade with the Indians—

Samuel Tiko, (deposition No. 4,) testifies: "That Haas told him, deponent, that Prickett and Mr. Cavert, Indian traders, had complained of his selling to the Indians."

Talbott Prickett (deposition No. 25) testifies: "That he thinks that a year ago last summer he had a conversation with the United States Indian agent, Mr. Bonesteel, about Mr. Haas, the farmer, trading with the Indians; deponent and Mr. Cavert, also an Indian trader residing on the reservation, complained to him that Haas was trading with the Indians; that Mr. Bonesteel assured them, in reply, that he would see Mr. Haas did not do so any more; and that subsequently, he thinks it was going down the river, Mr. Bonesteel told deponent that he had spoken to Mr. Haas, and told him that if he did not discontinue trading with the Indians he would immediately discharge him; to the knowledge of deponent Haas purchased furs of the Indians with money; this was after deponent had spoken to Mr. Bonesteel; the deponent thinks the purchase was made by Haas with money left with him by Strauss, a fur dealer, then of Milwaukie, now of Menomonee; that he, the deponent, told Mr. Bonesteel that he, Haas, bought furs; that he had but one conversation with Mr. Bonesteel about Haas trading with the Indians, and that he does not know that Mr. Bonesteel had any knowledge of Haas trading with the Indians."

Joseph M. Ostroph (deposition No. 26) testifies: "That he, deponent, complained to Mr. Bonesteel, at Fond du Lac, that Haas was trading with the Indians; that Mr. Bonesteel told him, deponent, at Fond du Lac, when he complained of Haas's trading, that he was jealous of him because he was making a little money."

In answer to this charge, William Powell, United States interpreter, produced on the part of Agent Bonesteel, (deposition No. 36,) testifies: "That the general reputation of Joseph M. Ostroph for truth and honesty is very bad amongst the Indians and whites residing on the reservation."

George Cown (deposition No. 37) testifies: "That he knows Joseph M. Ostroph, and that all say his character for truth and honesty is bad; that he, deponent, would not believe him under oath; that deponent says so from his own knowledge of Ostroph, and from what the people say of him."

Joseph S. Cavert (deposition No. 39) testifies: "That he, deponent, has lived on the reservation about a year and a half, and frequently back and forward; that he knows Joseph M. Ostroph, and that his general reputation for truth is bad, and that from his general reputation he, deponent, would not believe him under oath."

Louis Goldstucker, schoolmaster for the Menomonee school, (deposition No. 40,) testifies: "That deponent knows Joseph M. Ostroph; has known him these three months; that his reputation, so far as deponent can hear amongst the people here, is bad; from what deponent has heard of him he would not believe him under oath."

Charles D. Ambrose (deposition No. 41) testifies: "That he, deponent, is acquainted with Joseph M. Ostroph, and that his general

reputation for truth is bad ; that from his general reputation he must say that he would not believe him under oath."

Frederick Haas (deposition No. 43) testifies: "That deponent supplied the hands employed on the farm with provisions, for which he received payment, and that this was done at the solicitation of the farm hands; that deponent exchanged potatoes (which he had purchased) with the Indians for sugar for his own use; that S. Strauss left three hundred dollars with deponent one year ago last winter, for the purchase of furs from the *traders*; that he, said deponent, gave the money to Joseph Gauthier, who purchased for deponent furs to the value of seventy dollars, and returned the balance to deponent, which he, deponent, returned to Mr. Strauss."

In support of the 5th charge, to wit: That he bought provisions for the Indians at private sale at greater rates than the market prices, the testimony is confined to the maintenance of the second branch of the charge; none whatever was produced to prove that the provisions were purchased "at private sale."

Herman Nabor (deposition No. 6) testifies: "That deponent sold flour in the month of January in that year, (1859,) at the village of Shawano, at six and a half to seven dollars a barrel; small lots at retail might have reached, for the best quality, seven dollars and a quarter a barrel. That the flour sold by deponent in January, 1859, was brought to him from Mayville, Dodge county, Wisconsin; the flour was manufactured for deponent out of grain purchased by himself and partner; that the name of the firm is Nabor & Ruedebusch; that the price of flour frequently fluctuated; the price of flour fluctuated remarkably during that year, which he attributes to the existence of the European war; the price of flour might have fluctuated in Fond du Lac during the month of January, 1859, without the deponent knowing anything about it; that the firm of which deponent is a member sold pork at Shawano during the winter of 1859, at twenty dollars per barrel; that the pork so sold was also brought from Mayville; that he, the deponent's partner, purchased the pork and flour so sold; that the firm has a store there and a store in Shawano; that the firm pack their pork for sale, and buy only when short; that it is the course of the business of the said firm to take advantage of the market as to prices paid."

Wau-pe-nash-cum (deposition No. 15) testifies: "That he bought some flour at Keshena a week before the provisions were distributed, for which he paid three dollars per sack, from a man who had it in a sled in the street; that he paid the money for the flour."

William C. Frederick (deposition No. 29) testifies: "That he resides in Oshkosh, and has been a resident therein for the last three years; that his business for that time has been flouring—that is, making flour and merchandising; that on the first day of February, 1859, the selling price, at wholesale, was \$2 62½ per sack; that on the 4th day of the same month the deponent sold thirty-two sacks of superfine spring wheat flour at \$2 25 per sack; that on the 16th day of February, in the same year, he sold six sacks at \$2 62 per sack; that on the 24th day of February the firm of which deponent is a partner sold to him, deponent, one hundred sacks of flour, at \$2 62 per sack; that deponent

purchased twenty-four sacks from other parties, at the same date, at the same price."

E. R. Ferris (deposition No. 30) testifies: "That he has resided in Fond du Lac for twelve years; that he has been engaged in the grain and flour business during the year 1859; that about the first day of March, in said year, he sold flour at \$3 25 per sack, wholesale and retail; that he, deponent, could not buy at that price; that the price of flour rapidly advanced after the date aforesaid to the price of \$4 per sack."

J. A. Paige (deposition No. 31) testifies: "That he has resided in Oshkosh for four years from the first day of May next; that he has been engaged in general business, that of dry goods and provisions; the cost to deponent on the 18th day of January, 1859, of heavy mess pork, delivered at Oshkosh, was \$16 66; that on the 30th of March, in the same year, the cost price, delivered at Oshkosh, was \$18 16; that he, the deponent, estimated the profit at about one dollar per barrel for pork during the periods above mentioned; that he, the deponent, does not know the price he asked for pork during the period aforesaid; that on the 19th of January, in the same year, deponent paid for flour, delivered in his store in Oshkosh, \$2 12½; that the price at which deponent sold flour, at the dates above mentioned, was about one shilling in advance on the said price; that on the 11th and 14th of the month of February, in the same year, the price paid by deponent for flour, delivered in deponent's store at Oshkosh, was \$2 62½ per sack; that on the 28th day of February, in the same year, deponent paid for flour \$2 75 per sack; that on the 2d day of March, in the same year, the same price was paid for flour by deponent; that on the 28th of the same month and year deponent paid for flour \$2 87 per sack; that the quality of the flour respecting which he testifies was extra superfine flour, made from spring wheat."

John Marshall (deposition No. 32) testifies: "That he is in the grain and provision business. On the 18th of January, 1859, the price of superfine flour, generally called 'poor-house flour,' at which deponent sold, was \$2 13 per sack; at that time the best winter wheat flour was selling at \$2 75 per sack; that the best spring wheat flour was selling at Fond du Lac at \$2 25 per sack; that on the 17th day of February the price was, for the best spring wheat flour, \$2 62½ per sack; the price on the 21st was three dollars and one shilling; that until the 1st day of March flour rose about one shilling higher; that the price of flour did not fluctuate beyond that price during the month of March materially."

D. W. Smith (deposition No. 33) testifies: "That he resides in Fond du Lac, Wisconsin; has resided therein since the fall of 1852; has been engaged in the grocery and provision business and staple dry goods business; that from the last of February until the 1st of March the market price of flour in the street was from \$3 to \$3 25 per sack; the price of flour fluctuated during that period; that on the 8th day of February the deponent purchased flour at \$2 75 per sack; that on the 15th of the same month he purchased flour at \$3 per sack, and on the 25th and 28th at \$3 25 per sack."

In answer to this charge, William Powell, produced on the part of

Agent Bonesteel, (deposition No. 36,) testifies: "That deponent knows Herman Nabor, of Shawano; that he is a grocery and provision dealer; that deponent went to Shawano, to the store of said Nabor, a year ago last March, with the intention of buying some pork; that deponent did not buy, because the pork offered to him was not, in his opinion, fit to eat; deponent examined seven barrels, and that the pork was very lean and poor, and not fit to fry with fresh provisions, for which he wanted it; that Mr. Nabor was in the store; that deponent inquired the price per pound, and was told that it was one shilling per pound; that deponent bought flour from Mr. Cavert in the latter part of the month of February, 1859, for which said Cavert charged deponent at least four dollars per hundred pounds; deponent bought one or two sacks of flour; that deponent bought pork of said Cavert in March, he thinks, of the same year, for which he was charged fifteen cents per pound, though Cavert told the deponent that his usual selling price was sixteen cents per pound; that towards the latter part of April, in the same year, he, deponent, paid said Cavert sixteen cents per pound for pork; that the pork which constituted a part of the provisions (distributed to the Indians) was of the very best quality; in some of the barrels the pork had no bones with it; it was mess pork of the best quality; that the Indians declared that it was the best lot of pork that they had received; that he cannot tell whether the flour was made from winter wheat, as he does not know how to distinguish it; that the price of transportation from Oshkosh to Shawano, on sleds in winter, is one dollar per hundred pounds, as deponent knows, having paid that price himself."

George Cown (deposition No. 37) testifies: "That he is a resident of the town of Richmond, Shawano county; that he is an Indian trader; that he deals in pork and flour; that he sold flour during the months of January and February, 1859, at five dollars per sack; that during the same time he sold some pork; that he sold it by the pound, at fifteen cents per pound; that he, deponent, has had goods brought up from Oshkosh to Richmond during the winter of 1859, for which he paid one dollar per hundred pounds for the transportation; that the distance from Oshkosh to deponent's trading post is four miles further than from Oshkosh to the village of Shawano. That he, deponent, bought flour in Oshkosh, in February, 1859, of Parker, Choat & Company; it was about the 8th day of February, for which he paid \$3 50 per sack; that it was spring wheat flour, marked 'super-fine;' that deponent, at the same time he bought the flour, he bought pork at Oshkosh, of Weed & Culver, for which he paid at the warehouse \$22 per barrel."

George F. Wright (deposition No. 38) testifies: "That he is a resident of Oshkosh, in the State of Wisconsin, and that his occupation is that of a farmer and dealer in furs; that he (deponent) bought flour at Oshkosh in the months of January and February and April of the year 1859; that he bought flour in January and February at the price of \$3 per sack, which was an inferior article, intended for the Chippewa trade; that in April he paid \$3 50 per sack for ordinary spring wheat flour, which he brought to Shawano and sold there at \$4 50 and \$5 per sack. That which he sold at \$4 50 he sold to

warehousemen to cover the cost and charges. That the prices of pork asked deponent at Oshkosh some time from the 9th to the 15th of the month of April, 1859, was \$22 per barrel; that he (deponent) did not buy because the prices were too high to make any profit upon it; that the difference in the travelled distance between Fond du Lac and Keshena and Oshkosh and Keshena is some eighteen miles; that the flour which deponent bought in January and February, 1859, he bought of Parker, Choat & Company; that which he bought in April of the same year he bought of Weed & Culver."

Joseph S. Cavert (deposition No. 39) testifies: "That he retailed pork at his said store (in Keshena) during the months of January and February, 1859, at sixteen cents per pound; that during the month of January, he thinks, he was selling flour at \$4 50 per sack; that he was selling in the month of February at \$5 per sack; that in the month of March, in the same year, he was selling flour at \$5 per sack, he thinks; that about the middle of January, in that year, he paid, he thinks, \$3 25 per sack; that it was fair spring wheat flour; that there is no inspector of flour at Omro, and, he thinks, none at Fond du Lac; that he buys upon his judgment, and not upon the marks on the flour; that he thinks the price of pork at Omro in February, about the middle of the month, was \$22 50 per barrel; that deponent pays for transportation from Omro to Keshena, during the winter, by land conveyance, one dollar per hundred pounds."

Charles D. Ambrose, the clerk of J. S. Cavert, in Keshena, (deposition No. 41) testifies: "That pork has been sold at the store of said Cavert during the months of January and February, 1859; that the price charged by said Cavert for pork during those months was at the rate of \$32 per barrel, or sixteen cents per pound; that no distinction was made in the price per pound or per barrel; that deponent sold none by the barrel during that time; that deponent sold flour about the first part of January at \$4 50 per sack; that about the last of February he sold what he had left in the store at \$5 per sack; that somewhere about the last of May, in the same year, deponent paid \$5 per sack on the bank of the river. This was the first flour which came up that season. That the price of transportation from Omro, which is ten miles nearer Keshena than Oshkosh, is one dollar per hundred pounds in the winter season. The freight during the summer is brought by water."

A. D. Bonesteel, United States Indian agent at Fond du Lac, states in a letter addressed to the special agent, (marked No. 45:) "I have been charged with making my purchases of supplies for the Menomonee Indians at private sale. No proof to sustain such a charge has been adduced, none has been offered, and none such, I may say, can be found. It may be proper for me to state, however, that all my purchases have been made by contract, of the letting of which due and public notice for proposals for said supplies have been given, and such contracts have always been let to the lowest and most responsible bidder."

In support of the sixth charge, to wit: That his neglect to retain a portion of the provisions furnished them, for subsequent distribution

during the winter season, was the cause of great suffering to the Indians—

A-quano-ma (deposition No. 9) testifies: "That before Mr. Bonesteel came, some of their provisions used to be kept back, and dealt out to them during the winter by their father and William Powell, the interpreter; that under Mr. Bonesteel the poor got less than under former agents; that a little had been given to the poor this winter; that sometimes their relations gave them something to eat; that his two stepmothers got some shorts twice during the winter; that one of them lived with him, and the other with her daughter; that he knows of poor in other bands; that it is always the case; that the condition of the poor has been worse than usual this winter; that nothing was raised last summer; that the frost cut off their crops; that another reason why their condition has been worse is, that part of their provisions were not kept back for distribution during the winter, as was formerly the custom; that he did not ask his father, the agent, or Mr. Powell, the interpreter, to keep or not to keep back a portion of the provisions for their use during the winter before last."

In answer to this charge, William Powell (deposition No. 36) testifies: "That before these provisions were distributed, he, the deponent, under instructions from Agent Bonesteel, inquired of the Indians whether a portion should be kept back for distribution during the spring, when they should come out of the Sugar bush, preparatory to planting; that he, deponent, called the chiefs together into the agency office, and took out the letter of instructions from Agent Bonesteel, and explained to them its contents; which were, that they should receive then fifty barrels of pork and two hundred sacks of flour, and that the remaining fifty barrels of pork and two hundred sacks of flour should be distributed when they came out of the Sugar bush, and that it further instructed him to urge them to consent to this; but that if they would not consent, that he, deponent, was instructed by said letter to give them the whole of the provisions, if they insisted upon it; and that it instructed him also to take a receipt from them for the provisions distributed to them. And deponent further saith that, in answer thereto, the chiefs so assembled as aforesaid replied that they were ready to give a receipt to him, said deponent, for all the provisions, including the corn already distributed, but they wanted the whole of them."

In support of the 7th charge, to wit: That he obtained from the Indian department five thousand dollars for the purchase of provisions, instead of three thousand dollars, as requested by their chiefs, and that the supply was inadequate to the expenditure—

Keshena, a second chief of the Menomonees, (deposition No. 10,) testifies: "That a year ago last winter all the chiefs assembled in the office of A. D. Bonesteel; that the chiefs consulted among themselves how much they should ask for; that they agreed to ask for provisions to the value of three thousand dollars, the usual amount they had asked, for since the agency of Mr. Bonesteel; that after they had agreed, Shononee said they should ask for five thousand dollars; that Shonion told them not to say that; that they asked Mr. Bonesteel, then present, for three thousand, and that Mr. Powell inter-

preted for them; that is all he knows about it; that they saw Mr. Bonesteel at Fond du Lac; A-quano-mee asked him (Mr. Bonesteel) if, of the five thousand dollars, he had laid out the whole of it, and that Mr. Bonesteel answered that he had not; that Mr. Gauthier was the interpreter."

Osh-ke-ne-na-nien (deposition No. 11) testifies: "That the council asked three thousand dollars' worth of provisions should be sent for."

Wau-pe-nash-cum (deposition No. 15) testifies: "That he was present at the council at which Mr. Bonesteel was told the amount of money which they wished expended in provisions; that the amount was \$3,000."

Joseph Gauthier (deposition No. 16) testifies: "That A-quano-ma asked Mr. Bonesteel if he had laid out all the money he had received to buy provisions; to which Mr. Bonesteel replied that he had not laid it all out, but still had some of it on hand; that the amount expended and retained by Mr. Bonesteel was not mentioned in the conversation; that deponent interpreted"

La Motte, a chief, (deposition No. 18,) testifies: "That a year ago last fall the chiefs had a council with Mr. Bonesteel at the agency office, and told him that they wanted three thousand dollars' worth of provisions; that when the provisions were about being taken from the warehouse to be distributed, he thought there was a great deal for three thousand dollars, and therefore told his young men to count it; that they counted seventy-five barrels of pork; that while his band were dividing their share of the provisions, that two came and said that they had heard it was five thousand dollars that had been expended for provisions, and that they thought the amount of provisions was very small for that cost, and that they were taking the count of all that had been distributed to each band; that they did not come back to tell him how much they had counted."

Carrow, a head chief, (deposition No. 19,) testifies: "That he was at a council a year ago last winter, at which they asked Agent Bonesteel to purchase provisions; that three thousand dollars was the amount they asked to be expended in provisions; that when the provisions came they found out that it was a great deal for three thousand dollars."

In answer to this charge, William Powell, (deposition No. 36,) (after stating in detail all of the circumstances connected with the request for the amount to be expended in provisions,) testifies: "That Mr. Bonesteel asked them (the chiefs) if they had agreed upon the amount they wanted expended in provisions; that Sho-no-nee was the first one that spoke, and said that they wanted 'five boxes of money worth of provisions, meaning five thousand dollars, and that they wanted some of that provisions to take to their sugar camps; that then Mr. Bonesteel asked them whether that was the amount they had agreed upon, and that Sho-no-nee answered that he was authorized to speak for the rest, and that was the amount they had agreed upon; that there was no one there who made any objection to it in his hearing; that deponent saw Mr. Bonesteel make a memorandum of this request, and asked them if that was all they had to

say ; after which they left the office ; that the first time deponent heard from any of the Indians that they had sent for three thousand dollars' worth of provisions, instead of five thousand, was just before the delegation went to Washington ; that this was about a year after the provisions had been distributed ; that the first lot of these provisions arrived at the agency about the middle of February, and that they did not all arrive until two or three weeks afterwards ; that deponent thinks the corn, which constituted a part of these provisions, arrived among the first of them ; that this corn overrun one hundred and fifty bushels by measurement made by deponent himself ; that this corn was distributed before the rest of the provisions, just after it arrived ; that the rest of the provisions were pork and flour—one hundred barrels of pork and four hundred sacks of flour."

In support of the eighth charge, to wit: That he allowed Leach, the miller, to be absent from his duties, and paid him for the period of such absences, the testimony produced is exhibited in depositions numbered, respectively, No. 10, No. 14, No. 20, and No. 26.

It is not deemed necessary to present this testimony in detail, for the reason that all the evidence produced declares that his absence, except in one instance, was entirely during the winter months, when the mill-stream is frozen, and that Agent Bonesteel admits in his letter to the special agent, bearing date the 14th of May, 1860, numbered with the deposition No. 45, the absences of Mr. Leach, and the payment of his salary during the periods, and presents his reasons therefor in the following words, to wit: "The other point to which I would call your attention is the payment of the miller, Leach, during the first winter of my term of office. The fact in reference to this is, that Mr. Leach obtained a leave of absence, for how long a time I do not now precisely recollect. He was unwell at the time, and this was the main reason for granting him the leave; he was quite ill for some months afterwards, and on recovering his health he resumed his work. I thought it no more than right, under the circumstances, that he should be paid his full salary, and accordingly did so, without making a deduction for his lost time. A portion of that time, you will bear in mind, was during the fall and winter, when nothing could be done in his capacity of miller, on account of the weather. His other absences have been on leave, and during the winter months, when his presence at the mill was not required, and during which it could not be run on account of the severity of the weather."

In support of the 9th charge, to wit: That he appointed William Powell, United States Indian interpreter against the remonstrances of the Indians in council, the testimony produced is exhibited in depositions numbered, respectively, No. 10 and No. 12.

The repetition of this testimony is not necessary, since Agent Bonesteel admits that he did appoint William Powell as his interpreter, in presence of Joseph Gauthier, recommended by the Indians. The deposition of William Powell, the interpreter, (deposition No. 36,) introduced on the part of the defence, also sustains this charge. He likewise testifies "that all the employés, whom the Indians expressed their desire should be retained, were reappointed by Agent Bonesteel, with the exception of interpreter."

In support of the 10th charge, to wit: That he refused to permit a delegation from the tribe to visit Washington, and deceived them with promises in the premises, the testimony will be found in the depositions numbered, respectively, No. 1, No. 9, No. 10, No. 19, and No. 26.

The repetition of this testimony is unnecessary, for the reason that Agent Bonesteel (as is well known to the department) acted under its express instructions, in denying the Indians permission to visit Washington without its previous authority.

The deposition of William Powell, the interpreter, (No. 36,) exhibits the conduct of Agent Bonesteel in this matter, and the insubordinate conduct of the chiefs in persisting to proceed in disregard of his advice, and in contravention of the direct instructions of the department repeatedly communicated to them by their agent.

In support of the 11th charge, to wit: That he allowed George Cown and Talbott Prickett, Indian traders, to have lumber from the Menomonee mills, leaving eight Indian houses unfinished for want thereof.

Joseph Carrow, (deposition No. 14,) testifies: "That Mr. George Cown got some lumber from the mill a year ago last summer; that he does not know the amount, but he should judge about eight hundred feet; that Mr. Prickett, the interpreter, also got lumber from the mill the same summer, he cannot tell how much; that the lumber was sometimes measured out by deponent and sometimes by Mr. Leach; that there are eight unfinished houses on the reserve; that the whole amount of lumber taken by Mr. Prickett during the summer was between twelve and twenty thousand feet."

Talbott Prickett, (deposition No. 25,) testifies: "That the chiefs requested Mr. Bonesteel to allow them to sell some of their lumber to enable them to finish their church; and further requested Mr. Bonesteel would find some person who would furnish, for lumber, supplies to enable them to finish their church; that Mr. Bonesteel asked deponent whether he wanted to purchase any lumber in that way; that deponent answered that he did, and that Mr. Bonesteel thereupon told him to make out his, deponent's, bill of lumber for the amount he wanted; that he, deponent, accordingly made out a bill of lumber to the amount, as he believes, of about twelve thousand feet, which deponent gave to Mr. Powell, who gave it to Mr. Leach, the miller, to saw out; that deponent furnished supplies to the Indians for completing their church, upon orders of Mr. Powell, from time to time, as they were wanted; that deponent has not settled this account, and does not know in whose favor the balance lies; this transaction took place a year ago last fall; that two years ago last winter Mr. Bonesteel let out contracts to different individuals of the Menomonee tribe to get out logs for the mill; that one of those contracts was so let to an Indian named 'Joe Tucker;' that Joe Tucker bought supplies of deponent to enable him to perform his contract, and in the spring of that year did not receive money enough to pay deponent for the supplies so furnished him; that Joe Tucker told deponent that he had got out more logs than he had contracted to do, and that Mr. Bonesteel told deponent that such was the fact, and that if any money came into his hands applicable to such purpose he would pay Tucker for what logs

he had got out over his contract. It run along until last fall, when Joe Tucker came to deponent and told him that he had no money to pay him; but that Mr. Bonesteel told him he might sell the lumber manufactured from the excess of logs in his contract, the mill retaining one half of it, to compensate for the sawing; deponent agreed to take the lumber; that 'Joe' went to the agency office, and that Mr. Powell came over with him to the store of the deponent; that Powell told deponent that Mr. Bonesteel had directed him to tell him that he could not have all the lumber at once, but might have a little from time to time, as it could be spared, and that after the Indians had got through in the fall using lumber deponent might have all that was left at the mill; that deponent agreed to this arrangement, and accordingly got a little from time to time as his necessities required, to the amount of some three or four thousand feet, and that in the fall there was no lumber left at the mill for him to receive; that Joe Tucker still owes deponent the difference in amount of lumber between what he received as above stated and eighteen thousand feet, the amount due him by Tucker; the orders given deponent were drawn by Powell in favor of Tucker; that deponent was to allow Tucker seven dollars per thousand to apply on his account; that there is still a running account between Tucker and deponent; that when deponent received the lumber last fall he had no settlement with Tucker; that there was a memorandum in the hands of deponent, given him by said Tucker, stating that there were eighteen thousand feet of lumber due said Tucker, which memorandum he, the deponent, returned to said Tucker at his request; this memorandum was exhibited to Mr. Powell whenever deponent wanted lumber due Tucker, and Mr. Powell gave him an order in favor of Tucker and indorsed the amount on the back of the memorandum; that he authorized the return of the memorandum to Tucker, because Tucker told him that he expected to be called to be a witness at the present investigation, and wanted to know how much lumber he had received."

In answer to this charge, George Cown (deposition 37) testifies: "That he, deponent, a year ago last summer, had lumber from the Menomonee mill; that the amount he received from the mill was about three thousand feet; that he asked the chiefs for the lumber; that they, the chiefs, told deponent that he could get as much as he wanted; that deponent came up to the agency office to see Captain Powell about it, and brought the chiefs there; that the captain (Powell) asked the chiefs if they would let him, Cown, have the lumber, to which the chiefs replied 'yes,' and that Captain Powell, the interpreter, gave deponent an order for it, and that the deponent got the lumber on presenting the order to Leach, the miller, for which he paid Captain Powell ten dollars per thousand, thirty dollars in gold, immediately after the annuity payment of that year."

William Powell (deposition No. 36) testifies: "That he, deponent, is acquainted with the circumstances under which George Cown, the Indian trader, received lumber from the Menomonee mill a year ago last summer; that at the request of the chiefs, during the building of their church, they wanted to sell Mr. Cown lumber, in order to buy materials, their money being expended; that Mr. Cown agreed to pay

them for it at the next annuity payment; that thereupon this deponent told the chiefs that he could buy the articles they wanted on his own credit at New London, if Mr. Cown would pay for the lumber at the time he had told them; that Mr. Cown told deponent that he would be punctual in the payment; that thereupon the deponent bought on his own credit at New London such materials as could not be obtained in the neighborhood, and of which they gave him a memorandum; that Mr. Cown received from the mill under this arrangement two or three thousand feet of lumber, for which Cown paid deponent punctually, as he had promised, at the rate of ten dollars per thousand feet; that the difference in the amount of the bill for the articles obtained for the church and the amount received for the lumber from Mr. Cown, deponent expended for the Indians in the purchase of provisions for the hands employed on the church, and paying their wages; that this was all the lumber Mr. Cown received belonging to the Indians from the Menomonee mill; that he, deponent, knows no general reason why the houses unfinished on the Menomonee reservation remain so; that he, deponent, is charged by the agent with the distribution of the lumber manufactured at the Menomonee mill, by orders on Mr. Leach; and that he, deponent, does not remember that at any time he refused lumber to the Indians when there was any at the mill; that in the judgment of deponent the amount of lumber at the mill, when it stopped last fall, was from eight to ten thousand feet; that at the visit of the deponent to the mill this spring there was, he thinks, about fifteen hundred feet of lumber at the mill."

In support of the 12th charge, to wit: That he countenanced the immorality of one of the employés in cohabiting with a Menomonee woman—

Joseph Cown (deposition No. 14) testifies: "That Leach lives in the same house with a Menomonee woman, and that he told deponent that he intended to leave her when he left the reservation; that deponent knows that they live together as man and wife."

There is nothing in this testimony which proves illicit connexion between the parties, or indicates that Agent Bonesteel was cognizant of any connexion, lawful or unlawful, between them.

In support of the 13th charge, to wit: That he did not return to the Indians the market value of their bounty land warrants which he sold for them.

This charge is only inferential from the request of their attorney, Mr. Howe, for an adjournment of the investigation to Fond du Lac, to enable him to produce testimony to show the market value of land warrants at the time they were sold by Agent Bonesteel.

Inasmuch as no testimony whatever was introduced by him to sustain it, the charge was considered as abandoned.

In support of the 14th charge, to wit: That he paid their money to their traders without their consent—

O-ka-ma-sha, (deposition No 3,) testifies: "That at the time of the payment, a year ago last fall, Mr. J. S. Cavert, an Indian trader, made out his account with him, amounting to forty-nine dollars; that he, the deponent, put his mark to said paper, stating his account to be that amount, and that said Cavert gave the said paper to Mr. Bonesteel, who paid the said Cavert the said amount of forty-nine

dollars; that the amount due to him, the deponent, was fifty dollars, and that he received the balance, one dollar, from Mr. Bonesteel; that he had believed at the time that the amount he owed said Cavert was about thirty dollars; that he signed the pay-roll for the fifty dollars due him when Mr. Bonesteel was making the payment; that he was not present when the money was paid to said Cavert; that he did not want to sign the pay-roll because Mr. Bonesteel did not give him his money; that the reason that Mr. Bonesteel gave him why he did not pay him his money was that he had an order for it on Mr. Cavert; when he signed the paper, or made his mark thereto, he knew it was for forty-nine dollars; that he did not know whether his name was upon it; he touched the pen; Joseph Wau-ba-nash-cum, a Menomonee Indian, was the interpreter on the occasion of his touching the pen to the paper or order between him, the deponent, and said Cavert."

Carrow, a head chief, (deposition No. 19,) testifies: "That Match-a-pa-taw, one of the young men of his band, went away hunting just before the payment; that Mr. Cavert, after the payment, called him to the office of Agent Bonesteel, and that Mr. Cavert asked the agent to give him the young man's share of the annuity money, and that if on his return he was not satisfied he would return it to him; that he, the deponent, told the agent that he did not think it was possible for Cavert to tell a falsehood, and therefore requested the agent to give the money to Cavert; that Mr. Powell handed Cavert the money, and that the young man came back in the middle of the same winter, and told deponent that he had not received the money from Cavert; that the payment of the money had been kept back for the young man at the request of the deponent; that at the payment deponent touched the pen for the money; that when he touched the pen for the money he understood that he had a right to say what should be done with the money, in behalf of the young man; that when deponent touched the pen for this money he requested Mr. Bonesteel to put it in the hands of Mr. Powell for safe-keeping, which Mr. Bonesteel did; that of this money he, deponent, took a dollar, which sum the young man had borrowed of deponent."

Sho-ni-on, a second chief, (deposition No. 22,) testifies: "That he received a land warrant last fall; that he did not get the warrant itself, but one hundred and twelve dollars in money from Mr. Bonesteel—one hundred and ten dollars paid to himself, and two dollars which deponent directed to be paid to Haas for pork which he owed him for."

O-shan-wau-kah (deposition No. 27) testifies: "That he has received a land warrant for the services of his father in the 'Sacs war;' that he received it last fall, after the annuity payment; that he did not get the warrant itself, but the money for it, from Mr. Bonesteel; the amount he received was one hundred and ten dollars; that Mr. Bonesteel paid him at first thirty-five dollars; that Mr. Bonesteel paid Cown forty-five dollars; that he did not ask Mr. Bonesteel to pay it; that he told Mr. Bonesteel that he wanted more than the thirty-five dollars he had given him—that he wanted to pay his debt to Mr. Cown, the trader; that thereupon Mr. Bonesteel stepped to the door and called Mr. Cown, who was standing in the road; that Mr. Cown

came into the office, and that Mr. Bonesteel asked deponent how much he wanted to give Mr. Cown; that he told Mr. Bonesteel that he wanted to pay Mr. Cown forty-five dollars, whereupon Mr. Bonesteel gave Mr. Cown forty-five dollars; that he does not know that Mr. Bonesteel paid him two dollars and a half in addition to the one hundred and ten received by himself for his warrant; that Mr. Bonesteel did not tell him the price that warrants would bring at that time, nor does he remember that Mr. Powell told him the price that warrants would bring at that time; that Mr. Bonesteel did not hand the forty-five dollars paid to Cown to deponent, and that deponent did not himself hand it to Cown."

In answer to this charge, Joseph S. Cavert (deposition No. 39) testifies: "That O-ka-ma-sha came into deponent's store previous to the payment a year ago last fall; that he had a running account with deponent, and when he came into deponent's store, as aforesaid, he told deponent that he was going away before payment of annuities, and wanted some pork and flour, and proposed to give deponent an order on Agent Bonesteel for forty-nine dollars, which sum included the sum due by him and the cost of the flour and pork; and that deponent gave him the flour and pork upon this promise to give him, deponent, the order for forty-nine dollars; that deponent then wrote an order for said amount, which was signed and witnessed in the store of deponent; after which deponent took the said order and went with the said O-ka-ma-sha to the office of Agent Bonesteel, where they found Captain Powell, United States interpreter, when deponent explained the order to Captain Powell, and O-ka-ma-sha did likewise; that at the pay table, when the annuity was paid, Captain Powell, as deponent thinks, reminded Mr. Bonesteel of the said order; that when O-ka-ma-sha's name was first called, he, O-ka-ma-sha, was not present; that when his name was again, afterwards, called, he was present, and Mr. Bonesteel paid the deponent forty-nine dollars, the amount of the order; that O-ka-ma-sha never made any complaint to deponent for his having done so."

Charles D. Ambrose (deposition No. 41) testifies: "That O-ka-ma-sha came into the store of Cavert, after the annuity payment of eighteen hundred and fifty-eight, and told deponent that he had paid his account with an order in favor of Mr. Cavert and asked for further credit, which was refused to him, but that he made no complaint respecting the payment of his order by Agent Bonesteel, and that he has never heard him make any complaint since, until the present investigation."

William Powell, United States interpreter, (deposition No. 36,) testifies: "That the recollection of deponent as to the Cavert order, given by O-ka-ma-sha, is not very distinct, but that his recollection is, that O-ka-ma-sha came to the agency office and told deponent that he could not stay for the payment; that he had been hired by some white men; that he wanted his money to be paid to Cavert if he was not here to receive it himself; that deponent told him, in answer, that he would tell the agent of his request; that O-ka-ma-sha went out, and immediately afterwards Cavert came into the office (deponent does not remember if O-ka-ma-sha was with him) and asked if he had re-

requested that his money should be paid to him, (Cavert;) that deponent answered that he had; that his (the deponent's) impression is, but he will not be certain, that he came back with Cavert into the office with the order, and that the understanding was, that the money was to be paid over to Cavert; that when his (O-ka-ma-sha's) name was called during payment from the roll of the band to which he belonged, it was announced by his chief that he was absent; that when the payment of those present had been completed, and that the agent, according to custom, called over again the names of the absentees, it was announced that O-ka-ma-sha was then present; that the agent then directed the chief of his band to call him and have him brought in; that he came in, and Mr. Bonesteel counted out the money that was due him, and told him to touch the pen; at that time deponent reminded the agent that there was an order in favor of Cavert, which O-ka-ma-sha had spoken to deponent about before he went off; that Mr. Bonesteel replied that he was very glad deponent had reminded him of it, as he had forgotten all about it; that Mr. Bonesteel then looked among the papers before him and found that there was such an order, and stated to O-ka-ma-sha the amount of the order, and to say if it was right, and, if so, to 'touch the pen;' that he then touched the pen; that after he had done so, he (Mr. Bonesteel) told him he had not the change but that if he would come down to the office he would pay him the balance due to him; that Mr. Bonesteel retained the amount of the order of Mr. Cavert; that deponent did not see Cavert in the council house at that time; that O-ka-ma-sha made no objection when Mr. Bonesteel explained it to him, and told him 'if it was right to touch the pen;' that to the best of deponent's recollection this transaction took place a year ago last fall, and upon further reflection he knows it was at that time."

William Powell (2d deposition, No. 42) testifies: "That last fall, after the payment of the Indian annuities by Agent Bonesteel, Sho-ni-on received one hundred and twelve and a half dollars for his land warrant for his services in the Black Hawk war; that the warrant was offered to said Sho-ni-on or the money, which Mr. Bonesteel then told Sho-ni-on was all that it would bring at that time; that Sho-ni-on said he would rather have the money, and received one hundred and ten dollars, and requested that two dollars of the balance should be paid to Mr. Haas, which he, the said Sho-ni-on, owed said Haas; that the reason that Sho-ni-on did not receive the whole amount at the time was, because the agent could not make the change, and that thereupon Sho-ni-on requested the change to be given to deponent, with authority, as aforesaid, to pay two dollars of the amount to Haas; that subsequently Mr. Bonesteel accordingly placed the two dollars and a half in the hands of deponent, which deponent handed afterwards to Haas, who claimed that the whole amount was due to him; which, upon Sho-ni-on disputing, he (deponent) told Haas to return the half dollar he claimed, which Haas did in the presence of deponent."

"That, to the knowledge of deponent, O-sha-wa-kah received for the price of his land warrant one hundred and twelve and a half dollars;" "that it has been the habit of Agent Bonesteel to offer to the Indians their land warrants, or the amount of money which Mr. Bone-

steel informed them was their market value ; that generally the Indians took the money ; some preferred taking the warrants, some of which, to the knowledge of deponent, are still in their hands."

In support of the 15th charge, to wit: That he refused to hear their complaints against the employés on the reservation—

La Motte, a chief, (deposition No. 18,) testifies: "That last fall, having heard a great many of his young men say that farmer Haas did not do his duty, and knowing himself that he did not, he, the deponent, complained to Mr. Bonesteel in council at the school-house, Mr. Powell interpreting, and requested Mr. Bonesteel to send Haas away where he came from; that he spoke as loud as he could, but that Mr. Bonesteel paid no more regard to him than if he had been a young child; that he heard Wau-ke-chan make the same complaint before he spoke, and that because no attention was paid to him, he, the deponent, spoke; that at the time he complained in the council against farmer Haas, a soldier, Wau-ba-nas-cum, spoke, and said that if farmer Haas was sent away those Indians who did not belong to the church could have no fields; that Wau-ba-nas-cum did not say that Haas took good care of the cattle; that is all that Wau-ba-nas-cum said, because the council was all in confusion, and Mr. Bonesteel had risen to go away; that Mr. Bonesteel said nothing in answer to his complaint against farmer Haas that he understood; that Mr. Bonesteel did make some answer to the complaint, but what it was he does not remember; that because Mr. Bonesteel did not consent to dismiss Haas at once, he, deponent, paid no attention to what he said in reply to his complaint."

In answer to this charge, no testimony was introduced; it is refuted by the testimony itself.

There is a further charge against Mr. Bonesteel, rather of a personal than of an official character, which in itself is unworthy of an introduction into this report. But that nothing in the nature of a charge which arose in the course of the investigation may appear to have been omitted, and as an illustration of the character and credibility of one of the original complainants, as well as an act of justice to Agent Bonesteel, it is here inserted:

Joseph M. Ostroph (deposition No. 26) testifies: "That Mr. Bonesteel, two years ago, came to the post office and told deponent, then postmaster, that if a letter came to his office addressed by Mr. Slingerland, the Stockbridge minister, to the Commissioner of Indian Affairs, to retain it; that no letter came, but about two weeks afterwards a letter came, and that he, deponent, retained it because there was only three cents paid on it; that subsequently he, deponent, saw Mr. Slingerland, who paid him three cents more, and he transmitted it to the distributing office at Chicago; that Mr. Bonesteel did not ask him, deponent, to see the letter of Mr. Slingerland which he, deponent, had kept back in his office for deficiency in the postage, as he has before stated; this letter, to the best of his recollection, was deposited in the office a year ago last summer; that he does not recollect the month; that deponent wrote to Mr. Bonesteel stating to him that Mr. Slingerland had posted a letter against him, Bonesteel, to the department at Washington, and asking Mr. Bonesteel in that letter whether

he, deponent, should retain it; that deponent received no answer from Mr. Bonesteel to this letter; that there was no letter in the office at that time; that he, deponent, wrote the letter merely to catch Mr. Bonesteel in his attempt to seduce him, the deponent, three months before, from the duties of his office, in asking him to retain a letter from Mr. Slingerland; that the letter of Mr. Slingerland that he testifies he retained for the postage was detained until the following mail after it was posted; that he knows it was from Mr. Slingerland from the handwriting of the address."

In answer to this charge, Jeremiah Slingerland, minister of the Gospel on the Stockbridge reservation, (deposition No. 34,) testifies: "That he has resided on the Stockbridge reservation in said State (Wisconsin) for a little over two years; that he is the only person of his name who officiates as minister of the Gospel on said reservation, or has officiated there in that capacity during his residence; that, to his knowledge, he has never written a letter since he has resided there, addressed to the Commissioner of Indian Affairs, or to the Indian department, directly or indirectly; nor has he any recollection of ever, during that time, addressed or directed any letter or package to the Commissioner of Indian Affairs or to the Indian department, in his own handwriting, for any other person; that, to his recollection, he has never placed, or caused to be placed, in the post office at Keshena, on the Menomonee reservation, any letter or package so addressed; and that, to his recollection, he has never ascertained that a letter posted by or for him in said office had been kept back because the postage had not been paid in full, and upon which he paid to the postmaster, Joseph M. Ostroph, three cents additional for its transmission; that his testimony hereinbefore given, as to the letters or packages spoken of, is intended to apply to the time he has resided on the Stockbridge reservation, and to the period that Joseph M. Ostroph has been postmaster at Keshena, on said Menomonee reservation; that he has not, during that time, addressed any letter or package to any department of the government at Washington, to the best of his recollection."

William Powell (deposition No. 36) swears: "That the general reputation of Joseph M. Ostroph for truth and honesty is very bad amongst the Indians and whites residing on the Menomonee reservation."

George Cown (deposition No. 37) swears: "That he knows Joseph M. Ostroph, and that all say his character for truth and honesty is bad; that deponent would not believe him under oath; that deponent says so from his own knowledge of Ostroph, and from what people say of him."

Joseph S. Cavert (deposition No. 39) swears: "That he knows Joseph M. Ostroph, and that his general reputation for truth is bad, and that from his general reputation he, deponent, would not believe him under oath."

Lewis Goldstucker (deposition No. 40) swears: "That he knows Joseph M. Ostroph; that his reputation, so far as he can hear among the people here, is bad; from what deponent has heard of him, he would not believe him under oath."

Charles D. Ambrose (deposition No. 41) swears: "That he is acquainted with Joseph M. Ostroph, and that his general reputation for truth is bad; that, from his general reputation, he must say that he would not believe him under oath."

On the cross-examination of Wau-pe-nash-cum, a Menomonee Indian, and one of the original complainants introduced on the part of the Indians, (deposition No. 15,) he testifies: "That he knows Eli Williams, a Stockbridge Indian, who lives within a half an hour's walk of the reservation; that he went home with Williams last Friday and stayed all night, and returned on the afternoon of the next day, Saturday; that he did not ask Williams to come over and swear for the Menomonees; that he did not tell Williams that if he would come over and swear for the Menomonees that Cavert sold liquor, the Menomonees would give him, Williams, fifteen dollars; that he did not tell Williams that if he, Williams, would come and swear for the Menomonees they would give him, Williams, fifteen dollars; that Williams gave deponent liquor to drink, and that deponent was drunk at the house of Williams; that he drank liquor after he came back from a bottle in his own house, which he bought of Eli Williams."

Eli Williams, an educated Indian, of the Stockbridge tribe of Indians, produced on the part of Agent Bonesteel, (deposition No. 35,) testifies: "That the same night," (Friday last,) "after midnight, Wau-pe-nash-cum came to deponent's house and stopped there all night, and left in the morning; that during the night, soon after he came, he asked deponent whether he knew anything about the spilling liquor in the back room of the store of Cavert, the Indian trader at Keshena; that deponent answered he did; whereupon Wau-pe-nash-cum told deponent that the Menomonees had picked him, Wau-pe-nash-cum, out, with three others, to testify about it, and that he did not like to do so himself, and told deponent that the Menomonees would like him, deponent, to come down and testify what he knew about the liquor; that if the deponent would come down, he thought that the Menomonees would pay him, deponent, well—perhaps five dollars, perhaps ten, and perhaps fifteen dollars; that deponent told him, in answer, that he could not do it, that he could not do them any good, because he knew how the liquor came there; that Wau-pe-nash-cum asked deponent who brought it there, and that he told him Daniel Toucy; that in the morning, just before day-light, he asked deponent whether any of his folks could testify anything about the agent, to which deponent answered 'he guessed not;' that deponent did not sell Wau-pe-nash-cum a bottle of liquor at his house during the night, nor when he went away in the morning; that he asked deponent for liquor, and deponent replied that he could not let it go; that he saw Wau-pe-nash-cum at his own house that day put liquor into a bottle; that deponent did not himself buy any liquor that day."

After the close of the testimony on the part of the complainants, a question was propounded to a witness on the part of the defence respecting the rents accruing from the two stores occupied by Indian traders on the Menomonee reservation. The introduction of a new charge in that manner, and at that time, was objected to by the attorney for Mr. Bonesteel, and the objection sustained by the special agent,

as well for the reason above stated, as for others which cannot fail to have suggested themselves in the examination of the testimony hereinbefore recited.

In answer to the interrogatories of the special agent upon this and other points, and by the suggestion of his counsel, Mr. Bonesteel has volunteered the following explanation in his letter of the 14th of May, 1860, marked, with the depositions, No. 45, in these words, to wit:

“As I have nothing to conceal in reference to any matters appertaining to my official conduct, I would now state there are two stores on the reservation—one occupied by Mr. Cavert, the person before alluded to; the other, by Mr. Morse. The understanding, in reference to these stores, with the chiefs and tenants has been that the rent of the store Cavert occupies should go to the pagan chiefs, and should be paid in tobacco, at the rate of one hundred dollars per year. The rent of last year for this store has not been paid. The rent for the store occupied by Morse was one hundred and twenty-five dollars per year, and was to be applied for the benefit of their church. The rent for this year has been paid, and the proceeds applied for that purpose, under the direction of the Christian chiefs.”

It seems almost unnecessary to remark that not a single well-founded charge against the official conduct of Agent Bonesteel has been sustained—the charges themselves being in many instances refuted by the very testimony produced to support them.

It may be proper, however, to remark, upon the admission made by Mr. Bonesteel that he paid Leach, the miller, his salary for the time he was sick, when the business with which he was intrusted did not suffer by his absence, that such payment is fully justified by equity, custom, and precedent, as well in regard to private as public employés, under the universal sanction of common humanity.

The charge, likewise, that he appointed Captain William Powell his interpreter against the wishes of the Indians, is equally opposed to reason and justice. It was alike his privilege and his duty to appoint in that capacity a person in whom he could place implicit confidence, and whose fidelity would be animated by the consciousness that his selection was the individual choice of the agent. The propriety of this appointment, in preference to that of Joseph Gauthier, at the request of the Indians, is more than justified by the disclosures of this investigation.

So, also, the charge of keeping a mare with its sucking colt in the Menomonee barn, while residing on the reservation, for the support of which he furnished his own grain. Some means of conveyance on a reservation extending over ten townships was plainly necessary for the performance of his official duties. Had he taken the horses of the agency from their work for his use in the more important supervision of the affairs of the tribe, he would, without question, have been perfectly justifiable. His incurring this additional expense himself to avoid such a necessity, even if it had been proven that their hay and oats had been used, was a beneficence, and not an aggression; and the charge founded thereon is alike unreasonable and ungrateful.

In regard to that branch of the eleventh charge, which declares that, for want of the lumber obtained from the mill by Messrs. Prick-

ett and Cown, eight Indian houses are left unfinished, I deem it a part of my duty to state that I visited that number on the reserve, and can bear witness, from personal observation, that there was more or less lumber at each of them, without, I believe, a single exception. Their unfinished condition is the result of two causes—the natural and peculiar indolence of the Menomonees, and their consequent inability to pay their native carpenters, who, very properly, will not work, any more than our own mechanics, without payment for their labor.

Upon the subject of the alleged destitute condition of the Menomonees, as the consequence of the neglect of the agent to withhold a portion of their provisions for distribution during the winter months, or when they came out of their sugar camps, as indicated in the 6th charge, though proven to be unfounded in fact, yet in this connexion your attention is respectfully directed to the 3d deposition of Sho-ni-on, No. 22. In this deposition he swears “that Mr. Kershaw wrote an affidavit which he signed after last New Year’s day, in which he intended to swear that there were six poor persons in his band, and not *six hundred*.”

(His previous affidavit, referred to by this witness, signed jointly with Sho-no-nee, will be found marked No. 23 in the accompanying memorial of the State of Wisconsin to Congress.)

His previous testimony on this point in that affidavit is in the following words: “There is at the present time six hundred beings in the band over which we have control that are entirely destitute of food and clothing; unless they have relief they will perish—they will starve to death.”

My own observation as to the relative truth of their representations of their condition, with the actual fact, cannot be better illustrated than by the error here exposed after it had accomplished its object; the truth being in about the same ratio to this misrepresentation of numbers.

Had I visited the reservation previous to my recommendation that provisions should immediately be furnished to the Menomonees, my own observation and judgment would have prevented such a recommendation. The anxiety of the agent for their welfare, and the reliance of the Hon. Mr. Riley upon exaggerated representations misled them. The Indians were abundantly supplied with fish; and flour and pork were obtained by them in exchange for their sugar.

There never was a community, civilized or savage, without its proportion of destitute persons at all times, especially from old age among the latter, the necessities of whom seem utterly disregarded even by their nearest relatives.

It is not deemed necessary to present the testimony against the employés on the Menomonee reservation in detail in the body of this report, for the reason that no allegation exists therein of the complicity of the agent, or of his knowledge of the matter, therein charged; and for the further reason, that it would extend the report to an undue length.

A summary is therefore submitted, marked O, exhibiting the charges against each employé, in connexion with the rebutting testimony applicable thereto, with the number of the deposi-

tion from which it is drawn, in order that reference may be readily had to the same.

The main difficulty which was encountered in the investigation was the character of the Indian testimony.

It is well known to the department that the Indian does not distinguish between what he believes and what he knows. He readily believes injurious tales, and delights in inventing them to gratify the common appetite. The story of his wrongs, his poverty, and his wants, are ever upon his lips in his talks with his "fathers," and he greedily receives from the white man any story which will add to his catalogue, and this becomes knowledge which he will not hesitate to testify to under oath. Of the obligations of an oath they have none, or a very imperfect idea. The consequence of perjury on their condition hereafter has no sufficient basis in their belief to restrain or control their evidence, and of the legal consequences they have had no experience or example.

It is equally well known that the Indian talks are carefully considered and pre-arranged in secret councils. The same course is pursued when called to give evidence in support of accusations pre-arranged in the same manner. Witnesses to particular facts are chosen and well drilled, and their memory of their talk prompted and corrected where opportunity is afforded. Eli Williams testifies that Wau-pe-nash-cum told him that he and three others had been picked out to sustain a certain charge, and endeavored to enlist him with the promise of money to its support. Sho-no-nee, a head chief, retracted and contradicted his own deposition, after a conference with his own people, because they had scolded him, and he was afraid of them. The same chief subsequently refused to answer cross-interrogatories, alleging that he had come but to say one thing, and would say nothing else. The testimony in this case will exhibit the extraordinary audacity with which they pervert and distort the plainest facts. For example, in the instance of William Powell, the interpreter, explaining the necessary qualifications to entitle the applicant to a land warrant, their applying a part of the general instructions given in open council to the single individual Pe-po-ne-ne, and endeavoring to maintain it by the offer of cumulative testimony to the same effect. No one in examining the depositions can fail to perceive the cunning equivocation by which they endeavor to avoid the truth and maintain the falsehood. It will be observed that more than one witness swears that he does not understand the English language, and afterwards swears that he understands his own deposition as read to him by the special agent, and signs his name thereto. Another swears that he knows no measure of time, not even the time of one "moon," the usual measure of time among his race; and yet, as his same deposition shows, he could name the days of the week, the numerals from one to ten in English, and testify from actual count that the number of bushels of corn raised on the "Central Farm" was one hundred and thirty. It must therefore constantly be borne in mind that Indian testimony must be received with many grains of allowance.

It remains, in closing this report, to glance as briefly as possible at the origin and progress of the dissatisfaction of the Menomonees,

which has exhibited itself in the most reckless disregard of the authority of the government, and vented itself in the grossest calumnies and most unfounded accusations against their best friend.

The first exhibition of this dissatisfaction, as shown by the testimony, appeared at the annuity payment of the year eighteen hundred and fifty-seven, when they refused to receive their annuities from the hands of their agent, for the reason that there was a deficiency in the usual amount of some six hundred and seventy-five dollars, which had been paid by the department, and by the agent, under its instructions, at their express desire, upon their written authority, signed by all their chiefs. Notwithstanding this was fully explained to them, they for some time persisted in their refusal, saying, according to the testimony of Mr. Prickett, "that some of their money had been spilled by the way."

It is manifest from the evidence that this dissatisfaction was fomented and aggravated by venal and unprincipled parties, whose only avenue to prosperity is that created by imposing upon the credulity of the ignorant, and exciting those suspicions which are so easily aroused in the bosom of the Indian. From their subsequent proceedings it is evident that the apprehension was instilled into their minds that the payment of the small sum above mentioned was but the commencement of the liquidation by the government of the large amount of claims against them, which they had once sanctioned but subsequently refused to confirm.

The summer the following payments, before mentioned, were made, they requested the agent, as appears from the testimony of the interpreter, Mr. Powell, to write to their great father to allow them to come to Washington "to attend to their money matters." The following fall, at their annuity payment, having received from the agent the information that he had received no encouragement from the department in answer to their request, they declared that they were determined to go. It was then, according to the same witness, "they began to mistrust that he had written as he had promised," and that previous to that time he had never heard any complaints against the agent or any of the employés.

It appears from the testimony of A-qu-a-no-ma, the head chief of the Menomonees, that a person by the name of J. W. (or W. J.) Kershaw had married a woman of his tribe, and a connexion of his own, and that an interview took place between A-qu-a-no-ma and Kershaw at the house of the aunt of the wife of the latter some two years ago. What transpired at that interview A-qu-a-no-ma refused to disclose. From the declaration of Kershaw that he had well studied the Menomonee treaties, and made himself master of the subject of the claims against them, taken in connexion with his subsequent conduct, the character of that conversation is not difficult to determine. The chief La Motte, at whose house the affidavits accompanying the memorial to Congress were concocted by Kershaw, testifies "that Kish-kah-na-ka-hom, the brother-in-law of Kershaw, came here and told the Indians—deponent, the first—that his brother was a very big lawyer, and that he generally went to the seat of government of the State; that as near as he could understand him, he further told depo-

ment that Kershaw requested him to tell the chiefs that he (Kershaw) was a very great lawyer; and that Mr. Kershaw told him, likewise, to tell the chiefs that he was married into the tribe of the Menomonees, and considered himself an Indian; and that if they were in trouble, and wanted to go to Washington, they should send for him; and that he (La Motte) told Kish kah-na-ka-hom that he had better go and tell the chiefs."

From the testimony of the same witness we learn that upon this self-invitation it was determined to send for Kershaw. A ready messenger, as La Motte testifies, was found in Joseph Gauthier, the interpreter between Kershaw and the Indians, and the person who accompanied their delegation to Washington. This man Gauthier is a half-breed, who had been dismissed by Agent Bonesteel from the post of interpreter, and whom he had refused to recognize as a member of the tribe by adoption, as requested by some of the chiefs. He is the nephew of Carrow, a chief, and cousin of Keshena, also a chief, and through them, as all the proceedings indicate, as well as his zeal and activity on the part of the complainants demonstrated, under the advice and direction of Kershaw, operated upon the Indians.

It was evident during the investigation that for the most part the witnesses were too well schooled to repeat the language of the harangues addressed to them by Kershaw. Their inflammatory character would have been fully displayed by reference to the language he has put into their mouths in their petition addressed to the President, the Secretary of the Interior, the Commissioner of Indian Affairs, and to Congress. Of some of his tactics we have, however, the direct evidence in this investigation, though comparatively meagre and reluctantly drawn out. La Motte testifies "that Mr. Kershaw advised them they were too quick in acting; that they had a graveyard at Poygan already filled up with their dead, and that they had another here that was fast filling up, and that they should remain here." Charles D. Ambrose testifies that Paul Ah-ko-ne-boi told him "that they had been told by their lawyer that they had complete control over everything on the reservation; that it belonged to them, or language to that effect, and that they had been so advised; that they were men; that they had arms and eyes and mouths like a white man, and were the same as a white man physically." Acting upon which advice, as appears from the same witness, John Cown, the brother-in-law of Kershaw, called him from his boarding-house, telling him he was wanted in the store of Cavert, his employer; and upon his arrival there, he found it occupied with some twenty Indians, who, with much abusive language, threatened to put him and his goods out of doors. Another topic was the wrong committed by their agent and the employés, first introduced, as it would appear, from the testimony of La Motte by Kershaw himself. His words are, "that Mr. Kershaw told them they might tell him how they were used by their agent and the employés on the reservation, and that he would write it down and take it to Washington."

While lavish of his advice, he was not less so of his promises, though at the same time not unmindful of himself. A-qu-a-no-ma, the head chief, testifies that they gave Kershaw "a paper stating that

they were to pay him five hundred dollars. Mr. Kershaw wrote this paper, and Mr. Gauthier interpreted it to them; that the money was for his services in writing the papers, taking them to Washington, and getting the papers in at Washington; that they expected from those papers that the traders would be prevented from receiving eighty thousand dollars; that they expected, if they prevented it being paid to the traders, they would soon receive it; that they expected to receive and bring back with them twenty thousand dollars, exclusive of their annuities: that they made another paper to be presented to their great father at Washington, to draw the sum of fifteen hundred dollars to pay the expenses of the delegation to and from Washington, and the five hundred dollars to Mr. Kershaw."

La Motte testifies to the same effect: "They (the council) told the delegation that if they were listened to they should ask their great father in Washington for twenty thousand that year, and twenty thousand dollars the next succeeding year, to be taken out of the interest of their annuity moneys, in addition to their annual annuity payments; that they were to tell their great father that they wanted these moneys because their crops had failed and they were poor."

It is inferrible from the testimony, though not in direct evidence, that the affidavits against the agent and his employés were principally fashioned by Kershaw, from memoranda taken at his several councils with the Indians, the rough outlines being filled up and colored with the darkest tints and deepest shadows his fancy could furnish. When thus prepared, they were perfected with the aid of Gauthier, at the final council at La Motte's. Furnished with these, he proceeded to the seat of government of Wisconsin, as I am informed, and there obtained the passage of the memorial to Congress. Thus armed, he carried the delegation to Washington, although he had been—as testified by the chief, Keshena—"told," at the very councils where the affidavits were framed, "that the agent, Mr. Bonesteel, had forbidden them from going to Washington." That this man has acted throughout in contempt of the authority of the United States, and in direct contravention of the provisions of the intercourse law, there can be no question. If the evidence can be procured, of which I have but little doubt, he should be made amenable to its severest penalties.

It will be observed, from the testimony, that besides Gauthier, Kershaw had two other assistants in this nefarious business. Joseph M. Ostroph, the late postmaster at Keshena, whose infamous character is fully exhibited by the evidence heretofore quoted, and Ignatius Wetzel, the present blacksmith, whose affidavit appears attached to the memorial to Congress, and who, by his own admission in his deposition accompanying this report, violated the express instructions of the agent in attending the secret councils of the Indians. His immediate removal is alike due to justice and to the maintenance of the authority of the agent.

The accompanying summary of the testimony in support of the charges against the employés, as well as in their defence, will put you in possession of all the facts. In my judgment, they are fully vindicated. With Mr. Samuel T. Leach, the miller, previous to the dis-

charge of the son of the chief Carrow from work at the mill, the chiefs, as the testimony shows, were well satisfied.

Frederick Haas, the farmer, is an industrious, well-informed German, to whose benevolent character, kindness, and liberality to the Indians, the testimony presents abundant proofs. Captain William Powell is a highly intelligent gentleman, who deservedly enjoys the universal respect and esteem of his fellow-citizens. He has held the post of interpreter for some time against his own wishes at the earnest solicitation of Mr. Bonesteel, who cannot adequately supply his place. As one instance of the unpardonable intermeddling of Mr. Kershaw and his tools with the Menomonees, they will lose the services of these valuable men, who have all resigned, to take effect at the expiration of the present quarter.

It is proper to state that the charges which have been preferred against the agent and the employés have been preferred by the Christian bands, so called; and the key to the hostility to Mr. Haas may be found in the declaration of Wau-ba-nas-cum, mentioned in the deposition of La Motte, that "if Haas is dismissed, the pagans will have no fields." His impartiality in the performance of his duties was the crime which gave rise to the accusations against him. Gauthier's hostility to Mr. Powell may be dated from his displacement in the interpretership.

But perhaps the most serious loss that is to result from the insane conduct of this unfortunate tribe, will be that of Mrs. Dousman, the preceptress of the female school. Insulted and reviled in the house, and in the very presence of their missionary priest, and her dwelling assailed with violence at midnight under the direction of his chief, by his brutal emissary, she has declared her determination to abandon them. With no impelling motive other than her Christian benevolence, she has been for thirty-two years their faithful, self-sacrificing benefactress, whom they had long loved and revered under the endearing name of their mother—a title by long and patient endurance, by unremitting, unrewarded devotion to their temporal, intellectual, moral, and religious welfare, she most hardly earned; the instructress of their children, the nurse of their sick, the providence of their destitute, the consoler of their dying, the priestess at the altar, the sole, gratuitous interpreter of the religious teachings of all their Christian missionaries, from whose lips alone the lessons of divine truth had ever reached their ears. The demand for the removal of this lady was determined upon in council, as I was informed by herself, and, as it was said, the loudest advocate for the measure was Ke-she-na, whose child she is rearing at her own hearth with all the care and fondness of her own daughter.

Such is the present morale of the Menomonees who have lent their ears to the counsels of Kershaw, and have been guided in their conduct under his advice by his tools. Should they continue to pursue such counsels, the prospect of their future is truly lamentable. They have already sacrificed nearly three thousand dollars in travelling expenses, gratuities to their abettors, and fees to their attorneys. During the pendency of the investigation their fields have been utterly neglected, and under the advice, it is understood, of their counsel,

their chiefs have refused to ask from this agent the necessary seed for planting. He has, however, made the necessary purchases, having reason to believe that their people will receive them, and being unwilling that they should suffer from their folly. That portion of the reserve on which they are located is comparatively sterile and inhospitable; last year their crops were almost entirely cut off by the frosts. It is to be hoped that it may not be deemed unbecoming to suggest that the policy of the department, which has been attended with results so happy with other Indian tribes, should be pursued with these. The system of allotments of land in severalty, and the application of the proceeds of their surplus land for the purposes of agricultural improvement, cannot fail to better their condition. The Brothertons, in their vicinity, exhibit a striking contrast in intelligence and industry, and consequent prosperity.

The conduct of Agent Bonesteel toward these people has been paternal in the extreme. Every intelligent witness questioned upon the subject, as will appear from the evidence, concurs in bearing witness to the kind treatment they have uniformly received at his hands. If any fault can be laid to his charge, it is an over indulgence in his desire to gratify and serve them. But in the vocabulary of the Indian there is said to be no word expressive of thanks; and if the word gratitude ever existed in the language of the Menomonees, it is now expunged or obsolete.

I cannot refrain from adding, in justice to a meritorious public officer, so harshly assailed and so vindictively pursued, that when the character of the testimony is considered, prompted and dictated by venality and malevolence, prepared, embodied, and guided by the highest professional acumen, so clear and absolute a vindication of Agent Bonesteel as this investigation presents is a rare triumph of official and personal integrity, which justifies and sanctions the confidence of the government, and commends him anew to the esteem and respect of all good men.

All of which is respectfully submitted.

KINTZING PRITCHETTE,
Special Agent Indian Department.

Hon. A. B. GREENWOOD,
Commissioner of Indian Affairs.

A.

Memoranda of a conversation held on the 27th day of March, 1860, at Keshena, the Indian village on the Menomonee reserve, Wisconsin, with Osh-ke-he-na-nu, (The Young Man,) one of the late delegation to Washington, and one of the chiefs, together with several of the second chiefs, or headmen, of the Menomonee tribe.

They commenced by inquiring respecting the provisions which they heard had been purchased. In answer, they were informed that 200 sacks of flour and 48 barrels of pork had been purchased at Fond du

Lac, and were now on their way hither, where they would arrive as soon as the steamboats could bring them.

I inquired of them when they would be ready to come forward and testify in support of the charges made against their agent.

They replied that they could not assemble the whole tribe until the provisions arrived.

I informed them that I did not demand the presence of the whole tribe, but only of the chiefs and those who could testify to the charges made against their agent; but that the whole tribe might be present, if they chose.

To this they replied that they would consult the rest of the chiefs and give me an answer to-morrow.

I then inquired of Osh-ke-he-na-nu what arrangements Mr. Kershaw had made with the delegation respecting the investigation, and when he had agreed to be present here.

He replied that Kershaw had told them, when he had parted with them, (at Janesville,) that he would write to Gauthier, (their former interpreter,) and that Gauthier was to inform him, (Kershaw,) in reply, when he should be wanted, and that was all he knew.

They then inquired where the money came from to buy the provisions.

In answer, I told them that my business here was to investigate the charges made against their agent, and that in all other matters they must inquire of him.

In conclusion, I told them to inform the rest of their chiefs that I expected they would be ready at once to sustain their charges against the agent; that they had sent a delegation to their Great Father to complain of him; and that he had sent me a great distance to take their testimony, with instructions to perform that duty as soon as possible.

They then desired that provisions should be borrowed of the traders, and returned when those purchased for them should arrive.

This request I referred to Agent Bonesteel, who was willing to comply with it, if practicable; but, upon consultation, it was not deemed advisable, as it might give rise to cavil as to the amount borrowed and returned and that subsequently distributed.

KINTZING PRITCHETTE,
Special Agent.

B.

Memoranda of a conversation held on the 28th day of March, 1860, at Keshena, the Indian village on the Menomonee reserve, Wisconsin, with Osh-ke-he-na-nu, (The Young Man,) one of the late delegation to Washington, and several of the chiefs and headmen of the Menomonees.

Osh-ke-he-na-nu commenced by saying that in reply to my question of yesterday, as to the time the parties who had made charges against their agent would be ready to testify, the council had decided that the

investigation should not commence until the provisions should arrive, and Mr. Kershaw be present.

I told him and the rest, in reply, that to wait for the arrival of the provisions was out of the question, and requested to be informed when Mr. Kershaw was expected.

It was answered that they did not know.

I then requested that Mr. Gauthier, the interpreter who had accompanied the delegation to Washington, should be sent for.

On Mr. Gauthier presenting himself I inquired of him what arrangement Mr. Kershaw had made with the Indians for his presence here and conducting the investigation on their behalf.

He replied that he had understood from him that he was going home and would come immediately thence to the reservation.

I then inquired what they would consider a reasonable length of time to await the arrival of Mr. Kershaw.

They replied (after consultation) five days; and that if he did not come by that time they would not expect him.

I then told them that I would wait that time; and that if Mr. Kershaw was not then present, I now notified them, and requested them to notify all others who knew anything of the transactions complained of, to present themselves to testify, and that in the absence of Mr. Kershaw they might select some *proper* person to conduct the investigation on their part.

With this arrangement they expressed themselves fully satisfied.

KINTZING PRITCHETTE,
Special Agent.

C.

NOTICE.

Whereas an investigation of certain charges against the official conduct of A. D. Bonesteel, United States Indian agent, at Fond du Lac, has been ordered by the Indian department of the United States:

Now, therefore, all persons having any knowledge of the transactions complained of are hereby notified to be and appear at the school-house at Keshena, on Tuesday, the 3d day of April next, at 10 o'clock a. m., at which time and place the said investigation will be commenced, and be continued from day to day until all the testimony necessary to a full and impartial examination of all the matters charged shall be completed.

KINTZING PRITCHETTE,
Special Agent, Indian Department.

MARCH 31, 1860.

D.

KESHENA, April 3, 1860.

DEAR SIR: Should you still adhere to the determination expressed by you to me last evening, *not* to allow me to examine the vouchers connected with the administration of the affairs of the Menomonee

Indians by Mr. Bonesteel, now in your possession, will you be kind enough either to furnish me copies of, or allow me to copy, the vouchers relating to the "Central Farm?"

The management of that portion of the property of the Indians is to be made the subject of investigation; I consider it very essential to the proper discharge of my duties that I should have the information desired.

I am, very truly, yours,

JAMES H. HOWE, *Attorney.*

Hon. K. PRITCHETTE,

Special Indian Agent, present.

E.

KESHENA, MENOMONEE RESERVE,
Wisconsin, April 3, 1860.

SIR: I have to acknowledge the receipt of your note of this day, in which you say that "should you still adhere to your determination, expressed by you to me last evening, *not* to allow me to examine the vouchers connected with the administration of the affairs of the Menomonee Indians by Mr. Bonesteel, now in your possession, will you be kind enough to allow me to copy the vouchers relating to the 'Central Farm.'"

You further say therein, that "the management of that portion of the property of the Indians is to be made the subject of investigation; I consider it very essential to the proper discharge of my duties that I should have the information desired."

In reply, I have to inform you that the determination to refuse the indiscriminate examination of the accounts and vouchers of Mr. Bonesteel, covering the whole period of his official action, as agent of the Menomonee tribe of Indians, is still adhered to, for the reasons stated to you last evening, namely, that the said vouchers had been intrusted to me by the Indian department as its special agent, in order to test the accuracy of such vouchers as, in the course of the investigation, the testimony produced might call in question. But that I did not understand to be my duty to allow their use by the complainants or their attorney, as the bases of new charges of the character and scope of which the accused could have no notice, and consequently no preparation to meet. While, at the same time, I informed you that the complainants were at liberty to produce for investigation any charges whatever, in addition to those made in the letter of the honorable the senators and representatives in Congress from this State, a copy of which was furnished you, which they might be able to support by testimony within their possession; and that when the accuracy of any voucher or vouchers might be called in question by the testimony produced, such voucher or vouchers would be open for your inspection.

I have now, in reply to your request above quoted, for copies of the

vouchers relating to the "Central Farm," to say that I am not in possession of any charges specific or general relative to the management of the "Central Farm;" and that if you will furnish me with a specific statement of the charges alluded to in your letter, and the object of your request for the vouchers relating thereto, I will give you a prompt and decisive answer.

Very respectfully,

KINTZING PRITCHETTE,
Special Agent Indian Department.

Hon. JAMES H. HOWE,
Attorney, &c., present.

F.

KESHENA, April 3, 1860.

SIR: I have just received your reply to my note of this day. I regret exceedingly the determination expressed in it, in reference to the vouchers, for these reasons: Mr. Bonesteel has been, for some years, the trustee of an express trust—the *cestui que* trust of all these Indians, unable to speak, read, or write the language of Mr. Bonesteel. Both Mr. B. and the United States interpreter, Mr. Powell, are, either justly or unjustly, accused by these Indians of squandering or improperly applying the funds constituting this trust. The only evidence of the way Mr. B. has discharged his duties in connexion with these moneys, accessible to me here, is the recollection of the Indians. They have no knowledge of the contents of a single paper to which their marks are affixed. They do not know the number of papers so executed by him, nor the purposes for which they were executed. To illustrate by reference to the "Central Farm:" They know that a considerable sum of money belonging to them has been expended upon it, and they know the benefits they have received from it. How is it possible for them to know the manner in which these moneys have been expended, or the amount of expenditures without an examination of the vouchers?

How is their suspicion of Mr. Bonesteel to be allayed, and their confidence in him restored, except by a full investigation into all his transactions?

Again: Mr. S. T. Leach was employed as a miller. He was absent (I am informed) five months, from October, 1858. Was he paid for that time? How can that fact be determined, except by reference to the vouchers? If he was not, no time need be consumed in the examination of witnesses upon that point. I could go on with reference to other matters, but I deem these sufficient to explain to you my views in reference to this matter. I can only regret your decision in the premises; I am powerless to change it.

In reference to my request of this morning: The first charge contained in the communication of our senators and representatives referred to by you, and of which you gave me a copy, is, that "their

said agent (Bonesteel) does not honestly apply the moneys furnished him to purchase provisions and other articles for them."

Nos. 16, 17, 18, 19, and 22 of the affidavits accompanying the memorial to Congress of the legislature of Wisconsin, as printed by the House of Representatives, contain the charges in reference to the "Central Farm" and its management, which I desire to investigate, and which furnish the occasion for my request of this morning, and which I again renew.

I am, very truly yours,

JAMES H. HOWE, *Attorney.*

Hon. KINTZING PRITCHETTE, *Special Agent, &c., present.*

G.

KESHENA, MENOMONEE RESERVE, *Wisconsin, April 3, 1860.*

SIR: I have to acknowledge the receipt of your communication of this day, in answer to my reply to your note of same date, in which you express your regret at my refusal to allow an indiscriminate examination of the vouchers of the United States Indian agent, Mr. Bonesteel, covering the whole period of his official duties.

That no ground may exist for the imputation of a want of impartiality in the proceedings of the investigation directed by the Indian department, which would seem inferential from your arguments in support of your request, I propose to present my views thereon in the order in which they are made.

The first argument advanced by you is that, inasmuch as Agent Bonesteel is the trustee of the Menomonee Indians, they are entitled to the examination of his vouchers, to ascertain whether their trust has been faithfully and honestly administered.

I do not so understand the position and responsibility of Mr. Bonesteel. In my judgment, the United States is the trustee of the Menomonee fund, who administers this fund through its legally constituted agent, under direct instructions from the appropriate department, and that he is responsible to the United States for his conduct, and punishable by law for malfeasance in office. The Indian department is the custodian of the accounts and vouchers furnished by him as evidence of the proper disbursement of all moneys intrusted to him, in conformity with its instructions.

If charges are preferred against such an officer for malfeasance, embezzlement, or misapplication of such moneys, it is presumable that they have some foundation, and that *prima facie* evidence is in the possession of the parties making them of their truth. It cannot be admitted that, upon a sweeping charge of dishonesty, the incidental expenditures of a whole term of office are to be submitted to the scrutiny of the accusers, and an adjudication had upon the accuracy of each item, with the purpose of framing specific accusations in support of the general one. Nor do I apprehend how the officer can be expected to institute a defence against accusations supported by testi-

mony thus manufactured, regarding transactions spread over several years, involving numerous items of expenditure, where the witnesses to the accuracy of the vouchers, therefore, may have long since been dead, or removed beyond his knowledge or reach.

Your next argument assumes that the Indians, from want of acquaintance with the language in which they are written, have no knowledge of the contents of a single paper to which their marks are affixed. This is strictly a *petitio principii*. The reverse is to be presumed, since every paper in the form or character of a voucher is witnessed, by a sworn interpreter, to their knowledge of its contents. If they so charge, it is certainly based upon their knowledge of what they understood they had signed, and their declaration, under oath, of the supposed contents will be confirmed or confuted by the exhibition of the paper itself. If not in conformity with their declaration, their testimony will then be subject to contradiction and refutation on the part of the interpreter and witnesses thereto. If, as you state, they have no knowledge of the contents of a single paper to which their marks are affixed, and that they do not know the number of papers so executed by them, nor the purposes for which they were executed, upon what pretence are charges based thereon preferred? As you also profess a like ignorance, am I to understand that a call for the production of the papers has for its object your, or their, instruction as to what shall be affirmed or denied respecting the truth or accuracy of their contents?

Your argumentative inquiry of how they can know that the considerable sum of money which has been expended for them has been properly applied, without access to the vouchers, is answered by you in the same connexion: that "they know the benefit they have received from it." If, therefore, the benefits are inadequate to the expenditure in any particular, upon the fact being shown, the exhibition of the voucher will make it apparent.

To your further inquiry of how their suspicion of the honesty of their agent can be allayed without an investigation of all his transactions, or, in other words, an examination of all his vouchers, the answer is obvious. If, on investigation, the specific charges already made, and all others which they may be able to present, are not sustained by the proof, their reason must be convinced that they had been led into error; if, on the contrary, they are sustained, the restoration of their confidence in him becomes unnecessary.

You present, as an illustration of the necessity of access to the vouchers, the case of S. T. Leach, the miller, who, it is alleged, was absent from his duties for five months, and inquire how it can be ascertained whether he was paid for that time without an examination of the voucher. My answer is, that a proof of his absence for that period will present the contingency contemplated in my communication, on which the exhibition of the voucher has been conceded as proper.

I have given a careful examination to affidavits numbered, respectively, 16, 17, 18, 19, and 22, accompanying the memorial to Congress of the legislature of Wisconsin, and find therein nothing to justify a departure from the principle stated in my former letter, name-

ly, to permit the examination of the vouchers only where their exhibition is necessary to test the accuracy of the testimony produced. They all present similar statements of fact, namely, the conversion to their own use and benefit, by certain of the employés, with the knowledge of the agent, of the grain raised on the "Central Farm," and the hides and tallow of four fat oxen belonging to the tribe; with the additional charge in the affidavit number 22 to the effect that provisions to the value of \$3,000 only were furnished by the agent, instead of \$5,000—the difference between which sums was divided between the said agent and the interpreter. The latter is the only charge upon which, as I apprehend, the vouchers would throw any light. The amount of provisions received is known to them, and their testimony can be presented thereto in this case, as in the other above mentioned. Upon this proof being presented, you will have access to the voucher, under the rule heretofore stated to you, and herein reiterated.

It will be a subject of as much regret to me, should you fail to see the manifest justice of my decision in the premises, as you have expressed at its enunciation.

Very respectfully,

KINTZING PRITCHETTE,
Special Agent Indian Department.

Hon. JAMES H. HOWE, *Attorney, &c., present.*

Minutes of the investigation of certain charges made against the official conduct of A. D. Bonesteel, United States Indian agent for the Menomonee tribe of Indians, located in Wisconsin.

March 27, 1860.—Held council with certain chiefs and headmen of the tribe, at which they requested the postponement of the investigation until the arrival of provisions, which they alleged had been promised to their delegation to Washington by the Secretary of the Interior and the Commissioner of Indian Affairs, and also until Mr. Kershaw, their attorney, was present, stating at the same time, in answer to the inquiry, that they did not know when their said attorney would arrive.

In reply to their request, they were informed that the purchase of provisions had been made contingent upon the judgment of the special agent of the Indian department upon a personal examination of the truth of their alleged necessitous condition, which was not apparent, and not as a necessary preliminary to the investigation; consequently that the postponement asked for upon that ground could not be granted, inasmuch as at least one month must elapse before they could reach them.

They were then requested to name the period of delay necessary to allow the appearance of their attorney, Mr. Kershaw. Whereupon they requested one day to determine.

March 28, 1860.—The council again met, and made answer to the inquiry on yesterday, that five days would be ample to await the ar-

rival of Mr. Kershaw, and that if he did not present himself at the expiration of that time they should not expect him. They were then informed that the investigation would be postponed for that period. At the same time they were notified, and were requested to notify all others acquainted with the circumstances complained of, to appear on Tuesday, the 3d day of April next, to testify in the promises.

They then requested that Talbott Prickett might be admitted to act as interpreter at the investigation. William Powell, the United States interpreter, and Joseph Gauthier, to be present and correct the interpretation of Mr. Prickett, if need be.

Their request for the admission of Mr. Prickett in the capacity of interpreter was granted, with the additional arrangements above stated made by the special agent.

March 31.—Notices of the time and place of investigation were prepared and posted at four different places in the Indian village of Keshena, on the reservation, at Cown's trading post, three miles distant, and at Shawano, a village eight miles from said reserve.

April 2.—James H. Howe, attorney general of the State of Wisconsin, this day presented himself as the attorney to conduct the investigation in behalf of the Indians, in place of and at the request of Mr. Kershaw, and requested a copy of the letter of the senators and representatives in Congress from Wisconsin, containing the charges made against Agent Bonesteel and the employés upon the reservation. A copy thereof was accordingly furnished to him.

He likewise requested that he might be allowed to examine all the vouchers and accounts of Agent Bonesteel since his induction into office, placed in the hands of the special agent by the Commissioner of Indian Affairs, which privilege he stated Mr. Kershaw had informed him he would be entitled to, as he had understood from the department at Washington.

The object of this request he stated to be to enable him to obtain the necessary witnesses to support the charges, averring that, in the absence of Mr. Kershaw, upon whom he relied therefor, he did not know their names. He had previously requested the postponement of the proceedings until Thursday, the 5th instant, to await the arrival of Mr. Kershaw, which was refused, for the reason that he could give no assurance of his arrival at all. The examination of the vouchers was also denied him, for the reason, which was then given to him, that the vouchers had been intrusted to the special agent, in order to test their accuracy by such testimony as might be produced impeaching their correctness, and not intended for the use of the accusers of the agent as the bases of new charges, of which he had no notice, and would, consequently, be entirely unprepared to meet. At the same time he was informed that he was at liberty to introduce any charges whatever which he had testimony to support, without being confined to those set forth in the letter accompanying the instructions of the special agent, in testing the truth of which, where the accuracy of any voucher was in question, he would have the privilege of examining such voucher or vouchers.

APRIL 3.

Agreeable to notice convened at school-house in Keshena, at 10 a. m. Present: Mr. Isaac S. Tallmadge, attorney of Agent Bonesteel, and James H. Howe, attorney for the Indians, the Menomonee chiefs and many of their people.

Having informed them that I was ready to hear what they had to say, they replied that they had spoken to Mr. Prickett to interpret for them at the investigation, but that he could not be present to-day, he being engaged in attending the election. In answer they were told that Mr. Prickett had sent me word to the same effect, but had promised to be present to-morrow, and that the investigation would therefore stand adjourned until to-morrow morning at 10 o'clock.

A desultory conversation then took place. They inquired whether I would proceed without Mr. Kershaw. They were answered that they had, upon consultation, determined that five days was ample time for his arrival, after which they should not expect him, which had been granted them; that I could not ascertain from them, or from any other source, when he would arrive, or whether he would come at all, and that Mr. Howe had presented himself as their attorney in place of Mr. Kershaw; that I should adhere strictly to my engagements with them, and that I expected the same on their part.

They again spoke of the provisions as necessary to enable them to proceed, and repeated that many of their people were suffering, and reiterated that they had been promised them at Washington. They were again corrected on this point. As to the destitute condition of their people, that since I came upon the reserve there had appeared no evidence of that fact, but the contrary. They were constantly carrying through the street flour, pork, fish, and sugar; that it seemed to speak but little for their humanity to allow the old and destitute to suffer, while the young and strong had abundance; and it was inquired whether it would not be better to supply their wants from their surplus instead of taking their fish and sugar to Shawano and selling it for whiskey? They replied it was to be regretted, but so it was.

The chiefs and others of the delegation to Washington were then asked, in answer to their reiteration of the wants of a part of their people, whether they had manifested the same anxiety for their welfare when on their return they had entered their village reeling with drunkenness? Keshena said that, as for him, he supposed I referred to one drink he had taken at Shawano. He was answered that his condition, as narrated to me, had shown that it had been a very large one. He replied that he had only drank on that occasion three glasses of beer and two of whiskey. Received a letter from Mr. Howe, urging his request for the vouchers; answered, refused.

Received, subsequently, another letter from Mr. Howe, arguing the propriety of his having access to all the vouchers of Mr. Bonesteel, and especially those relating to the Central Farm; answered the same, same day, to the effect that the indiscriminate examination of all the vouchers of Mr. Bonesteel's accounts, covering the whole period of his official duties, could not be permitted; that the vouchers were

intrusted to me by the Indian department to test their correctness by the testimony, and not to serve as bases for the manufacture of new charges, the character and scope of which the accused had no notice, and could not be presumed to be able to meet.

APRIL 4, 10 *a. m.*

Convened at school-house in Keshena. Present: Mr. Tallmadge, attorney on the part of Mr. Bonesteel, James H. Howe, attorney general of the State, on the part of the Indians; chiefs and Indians; Messrs. Talbott Prickett, William Powell, and Joseph Gauthier, interpreters.

The Indians were informed that the investigation would now proceed; and that Mr. Howe, whom they had sent for, would conduct it on their part instead of their attorney, Mr. Kershaw, who had not appeared. They answered that before they commenced they desired to speak of their wants. They were answered that all that the agent had to say upon that subject had been said, and that they could not be heard further on that subject. They replied that the Secretary of the Interior had told them that the agent would look into all their affairs; and that if they were not heard they would not proceed.

The agent then presented the instructions of the Commissioner of Indian Affairs, and directed Interpreter Prickett to communicate to them the contents; this being done, he informed them that that was all he was authorized to do and no more. They replied that they were told by the Secretary of the Interior that all the papers from the time they had come upon the reservation should be sent to them for the purposes of investigation into all their affairs from that time. The interpreter to the delegation to Washington, Gauthier, corroborated their declaration, and on the agent telling him that he had misunderstood the Secretary, some one of the Indians, through the interpreter, Mr. Prickett, said perhaps Gauthier did not understand English well; to which he replied, "if I do not Mr. Doolittle and Mr. Kershaw do." The agent repeated that he was here to investigate the official conduct of Agent Bonesteel and the conduct of the employés, so far as they implicated him. They then wanted to wait for the arrival of Kershaw. They were told that neither they nor the special agent were informed when he would come, nor whether he would come at all; that they had made charges against their agent and were expected to prove them. The special agent is here to hear both sides; they could not expect their affidavits to be taken as truth without an opportunity being given to contradict them. That he would now hear both sides. They answered that was what they wanted.

The special agent then called the witnesses to come forward. They then requested a delay until they could send for witnesses from Shawano. They were told that the testimony of the witnesses present would be taken while those at Shawano were sent for.

Thus ended all their artifices for postponement until the provisions should arrive.

Mr. George B. Edmonds, a notary public, residing at Shawano, eight miles distant, being the nearest point at which an officer authorized to administer oaths could be obtained, was employed by the special

agent to attend from day to day to swear the witnesses, at a compensation of three dollars (\$3) per diem.

Mr. Prickett was then sworn as interpreter, it being requested by the Indians that he should interpret for them; the United States interpreters, Mr. Powell and Gauthier, who accompanied the Indian delegation, were requested to be present and correct Mr. Prickett if need be.

Sho-ni-on and Sho-no-ne were sworn and examined as to their knowledge of the consequences, temporal and eternal, of taking a false oath or testifying falsely. Their several depositions were then taken, attested by the notary, and witnessed by the three interpreters; also deposition of O-ka-ma-sha taken.

At 1½ p. m. adjourned to 2½ p. m.

Met at 2½ p. m. Examined and took deposition of Samuel Ti-ko, attested and verified as in the cases of this morning.

The method of examination which was pursued was as follows: The attorney for the Indians produced their witnesses, in which he was guided by the affidavits accompanying the memorial of the legislature of the State of Wisconsin to Congress, the printed copies of which were before him, and questioned each witness upon the facts therein set forth, in order to reproduce their testimony on this examination. The fullest license was given to him in questioning them from the book, without the interposition of technical rules in the admission of their testimony; the special agent interposing throughout such questions to the testifying witness as seemed to him calculated to elicit the truth; the attorney of Mr. Bonesteel was then allowed to cross-examine; the special agent pursuing the same course in eliciting the truth. The depositions when completed were distinctly read sentence by sentence, and interpreted to the witness, and his assent had to its accuracy before signing.

The attorney for the Indians is frequently disposed to exceed over the limits of reason and justice in his range of examination, and to exceed all bounds in his efforts to maintain his printed affidavits.

In the course of the examination of Ti-ko, in support of the allegation of the fraudulent transactions of Frederick Haas, the farmer, he testified that Haas had told him that he was afraid to continue trading with the Indians, for the reason that their traders, Prickett and Cavert, had complained of his so doing.

Attorney General Howe then asked Ti-ko who it was that Haas had told him Prickett and Cavert had complained to. The question was objected to; subsequently, however, it was repeated by Howe, and answered that Haas had told him, Ti-ko, that they had complained to Agent Bonesteel.

The special agent here interfered and directed that the answer should not be set down, for the reason that the witness was on the stand to impeach the character of Haas, and was at the very moment engaged in impeaching it; and that it was not competent for the complainants to introduce his testimony through the mouth of the complainant to prejudice Mr. Bonesteel. The attorney general insisted that such was not his purpose, yet persisted in retaining it upon his notes of the evidence.

During the examination this morning of the two witnesses, Shonion and Shononee, the witnesses were frequently prompted by the assembled Indians, though frequently checked and warned by the special agent. This afternoon, he distinctly informed them that if a single instance of the kind again occurred, he would examine the witnesses separately and apart from the rest.

Interpreter Gauthier made himself very conspicuous in talking aside with the Indians, frequently correcting the witnesses in their replies and fixing his eyes constantly on those of the testifying witness, evidently to warn and direct his testimony, and indicate his satisfaction or dissatisfaction.

Adjourned at 8 p. m. until to-morrow morning at 10 o'clock.

THURSDAY, April 5

Convened in school-house, agreeable to adjournment, at 10 a. m.

In view of the interruptions and prompting of the witnesses yesterday, the attorney for Mr. Bonesteel made a formal request for the separate examination of the witnesses.

The special agent charged them distinctly and at length upon this point; and repeated his declaration of yesterday, that on the recurrence of a single like instance, he would exclude all but the witness under examination. Some excuses were made but not admitted to change the expressed determination of the special agent. To guard further against the evident influence of Gauthier, by his signs and expression of countenance, on the testimony of the Indians under examination, the arrangement of the interpreters was changed. Instead of sitting together, Mr. Prickett was directed to sit opposite to Messrs. Powell and Gauthier. The witness was then placed with his back to them and his face to interpreter Prickett.

The examination of Samuel Ti-ko, who is an educated Indian, who speaks English remarkably well, and is employed as interpreter in the absence of Mr. Powell, was recalled by the complainants; *and, denying his ability to speak English*, was examined as yesterday through the interpreter.

At 1.15 adjourned to 2½ p. m.—2½ p. m., met agreeable to adjournment.

The following named witnesses were then examined on the part of the complainants, to wit: Wah-pau-nah-nah, Hermon Nebor, and Mah-ka-ta-wa-shet.

A-qu-a-no-ma, being under examination, one of the chiefs Osh-ke-he-na-niew, loudly interrupted and prompted him, whereupon the special agent promptly closed the examination; and after calling to their recollection his expressed determination of the morning, and declaring that he always kept his word strictly with the people of their race, informed them that he should now do so, and that the witnesses would hereafter be examined separate and apart from the rest. The investigation was then adjourned to the usual hour next morning.

FRIDAY, *April 6.*

The Indians, through their attorney, made many excuses for the conduct of Osh-ke-he-na-niew yesterday, made many promises, and desired the investigation continued as before, in the presence of the rest.

The special agent informed them that he never broke his word, and that their solicitations were therefore entirely useless.

The investigation was continued, on this morning, at the usual hour in the female school-house, the traders being also excluded at the request of the Indians through interpreter Gauthier. Present: the attorneys, interpreters, the notary, and Agent Bonesteel.

The examination of A-qua-no-ma, which had been interrupted yesterday, was recommenced and concluded.

In the course of the examination, the attorney general desired the opinion of the special agent upon this point: whether a witness when asked a question, replied upon a different subject, his reply was to be received; stating that it was the practice of the courts in the State of Wisconsin to receive such replies.

The special agent decided, first, that the mode of examination allowed the Indians through their attorney, was more liberal than would be admitted in any court; his sole object being to get at the truth if possible, without interposing technical rules to the admission of evidence; second, that upon the point in question the practice of the courts of Wisconsin was the reverse of all other courts, if the attorney general had stated it correctly; and that the decision of the special agent was, that such answers were entirely inadmissible; that the witness must first give a distinct answer to the question propounded to him, but that afterward he might state whatever facts were in his knowledge upon any subject touching the investigation. That his reason for so deciding was that if a witness were allowed to refuse to answer the question put, and reply upon another subject-matter, questions might be prepared in advance with the witness under the suggestion of which, answers to other matters, totally inadmissible, might be smuggled into the evidence.

SATURDAY, *April 7, 1860.*

Parties present as yesterday.

KE-SHE-NA was examined:

During his examination the witness stated that he went with Powell to Fond du Lac, who told him what their fathers had made would not be lost; the mind of the Americans was strong—like a load; if one team would not pull it, they would put on another. He told Powell he would not recognize the engagements of his ancestors, unless they were of benefit to them. That he, deponent, had told the beginning of the conversation between him and Powell; that this was all the conversation.

The interrogatories of Attorney General Howe, which elicited the above testimony, were avowedly put by him with the object of reproducing the testimony contained in the affidavit of Ke-she-na, accompanying the memorial to Congress, (No. 14.) The attorney general admitted

that the above quoted testimony was nonsense, unless made applicable to some subject-matter of the conversation.

Decision 1. The special agent decided that, inasmuch as the witness had sworn that he had given the beginning of the conversation, and the entire conversation, that it could not be admitted as testimony for the purpose intended, to wit: to prove that the United States interpreter, Powell, had interfered with the Indians as the advocate of the traders claims; nor to serve as an argument in support of that charge, since it had no application of itself to any topic of investigation which had been introduced.

Decision 2. The special agent likewise decided upon the application of Attorney General Howe, to call a witness to reproduce, for the purposes of the investigation affidavit No. 15, accompanying, the memorial. That the subject-matter of the affidavit was not within the scope of his instructions, which confined the investigation within the official term of Bonesteel, whereas the subject-matter of that affidavit went back to the year 1853, prior to the appointment of Mr. Bonesteel.

Adjourned at 2½ p. m. until 3½ p. m. Met at 3½ p. m. agreeably to adjournment. Same parties present.

Depositions of Wau-pe-ke-kniew, Joseph Penasha, Joseph Carron, and Wau-pe-nash-cum, taken.

Decision 3. During the examination of Carron, the attorney general, in an effort to reproduce the testimony of the witness contained in the memorial, (No. 21,) failed to obtain from the witness testimony sustaining the allegation in said affidavit, that Leach was living in *illicit* connexion with a Menomonee woman, though the testimony that Leach had said that he intended to leave her, was deemed by the attorney to sustain such an inference.

The special agent decided that the declaration of Leach, of a *paulo post future* intention to desert his wife, was not evidence to support the inference that the cohabitation was illicit, and refused to allow the question to be propounded to the witness: whether Bonesteel knew of the illicit connexion, inasmuch as it was an effort to sustain a charge against him based upon the inference of an inference.

Adjourned at about 8 p. m. until 10 o'clock a. m. on Monday morning next.

MONDAY, April 9, 1860.

Convened pursuant to adjournment, at 10 o'clock a. m.

Carron examined, and deposition taken.

Joseph Gauthier examined, and deposition taken.

Adjourned at 2½ p. m. to 4 p. m.

Met at 4 o'clock p. m. pursuant to adjournment.

John Warrington, Osh-ke-he-nau-niew, and La Motte, examined and depositions taken.

Adjourned at half-past 8 p. m. until to-morrow morning at 10 a.m.

TUESDAY, April 10.

Convened pursuant to adjournment. Same parties as on Saturday. At 10 a. m., examined and took depositions of Talbott Prickett and Mah-mah-ka-wet. Adjourned at half-past 1 p. m. until half-past 2 p. m.

Half-past 2 p. m. met pursuant to adjournment. Same parties present, with the addition of Kershaw, who arrived this morning. Examined and took depositions of Osh-ke-he-na-niew, second and third of Shonion, and of Ignatius Wetzel. After Osh-ke-he-na-niew had been introduced to prove that he had heard a conversation between Powell, the interpreter, and other Indians at the council at which the applications were made for land warrants for service in the Black Hawk war, in which Powell told the Indians that they must swear that a grandchild of the warrior who served was his child, to enable the child to receive the warrant, the attorney general then proposed to introduce *together* six more Indians to prove such conversation.

The special agent refused to allow this, and the attorney general then proposed to examine them separately; the stated object of their examination being to present cumulative testimony to the alleged fact above stated. The special agent decided that he would not allow further testimony of this character to be introduced for the following reasons: That it was incompetent to produce bystanders to prove a conversation, when the *parties to the conversation* themselves were within the knowledge of the prosecution and in their power to produce; that secondary testimony was not admissible when direct testimony could be had.

Wah-no-me-tah, being called and sworn, and not being, from interrogatories put to him by the special agent, acquainted with the consequences of perjury, either temporal or eternal, he was discharged until to-morrow morning, *to be instructed*. No other witness being present, the examination was postponed at half-past 6 p. m. until 9 a. m. the next day.

WEDNESDAY, April 11.

Met pursuant to adjournment, at 9 a. m. Same parties and Kershaw.

Wah-no-me-tah, the Indian unacquainted with the nature of an oath, being sworn and examined upon its obligations, appearing totally unacquainted therewith, was rejected as a witness. The reason of this rejection was, that his admission would present to the Indians an inconsistency in the proceedings which would impair their sense of the importance of the ceremony of an oath, for which they had already exhibited sufficient evidence of disregard. To this was added that the witness was introduced to impeach the accuracy of the interpretation of the United States interpreter, Mr. Powell, by a witness ignorant of the English language, and whose belief in the inaccuracy or false interpretation must have been derived from another; and, further, that all that could be tortured in the imperfect language of interpretation of the testimony of all the witnesses against the accused was insisted upon as the meaning intended, notwithstanding the manifest meaning

was the contrary, and the distorted testimony retained on the notes of the attorney general as evidence, notwithstanding further examination of the witness *proved* that the testimony was different from what he had set down.

In the preliminary examination of the witness offered, which gave occasion for the decision, the same inequitable spirit was manifested, to end which, and as a lesson for the future as well as for the reasons above stated, the witness was refused. Examined and took depositions of O-shaw-wau-kah and Joseph M. Ostroph.

Adjourned at 2 $\frac{3}{4}$ p. m. to 4 p. m.

Met pursuant to adjournment, at 4 p. m. Examined and took depositions of Josiah Slingerland and Eli Williams.

Rebutting testimony.

The attorney general here declared the case of the Indians closed, and asked an adjournment to Fond du Lac for the examination of witnesses on two points only, to wit: the market price of flour and of land warrants at certain dates.

The request was granted contingent upon the close of the examination on the part of the defence, and my convenience as to the distribution of the Indian provisions.

No further witnesses being in attendance, adjourned to 9 a. m. to-morrow morning.

THURSDAY, *April 12.*

Met pursuant to adjournment, at 9 a. m.

Sho-no-nee was introduced as the last witness on the part of the complainants, and being examined refused to be cross-questioned, saying that he came only to say one thing and having said it, would answer no more questions.

Captain William Powell was then examined and his deposition commenced. At 1 p. m. adjourned until 2 p. m.

At 2 p. m. met pursuant to adjournment. Captain William Powell still under examination and deposition continued. At 6 p. m. adjourned until 9 a. m. to-morrow morning.

FRIDAY, *April 13.*

Met pursuant to adjournment, at 9 a. m. Present as yesterday. Captain William Powell, interpreter, examined and deposition closed.

Adjourned at 2 $\frac{1}{2}$ p. m. until 3 $\frac{1}{2}$ p. m.

Met pursuant to adjournment, at 3 $\frac{1}{2}$ p. m. George F. Wright and George Cown examined and depositions taken.

Adjourned at 5 p. m. until to-morrow morning at 10 a. m.

SATURDAY, *April 14*, 1860.

Met pursuant to adjournment, at 10 a. m. Present as yesterday. Examined and took depositions of Charles D. Ambrose, Lewis Goldstucker, and Joseph S. Cavert.

Adjourned at 1 p. m. until 2 p. m.

Met pursuant to adjournment. Examined and took 2 depositions of William Powell.

At 4 p. m., at the mutual request of the attorney for Mr. Bonesteel, Isaac S. Tallmadge, esq., and James H. Howe, attorney general of the State of Wisconsin, as *prosecutor* on the part of the Menomonee Indians, *adjourned* until Friday, at 10 o'clock, a. m., 20th instant, to Fond du Lac, Wisconsin, to take testimony at that point required by Attorney General Howe, on the part of the Menomonees.

FRIDAY, *April 20*.

Met at Fond du Lac pursuant to adjournment. Present: James H. Howe, attorney general, Mr. Isaac S. Tallmadge, esquire. Took deposition of John Marshal, J. A. Page and D. W. Smith.

At 12½ p. m. adjourned until 2 p. m.

At 2 p. m., met pursuant to adjournment. Same parties present as in the morning. Took deposition of William C. Frederick and E. R. Ferris.

Adjourned until 10 a. m. to-morrow morning.

SATURDAY, *April 21*, 10 a. m.

Met pursuant to adjournment. Same parties present as yesterday, *except* Attorney General Howe. Took deposition of Frederick Haas.

Adjourned at 5 p. m. until 7 p. m.

Met at 7 p. m. No one appearing to testify, adjourned to 9 a. m. Monday morning, April 23.

MONDAY, *April 23*, 9 a. m.

Met pursuant to adjournment. Same parties present as on Saturday. No person attending to testify, and Mr. Kershaw on the part of the Menomonees declaring that he had no further witnesses to produce, it was mutually agreed that the deposition of Isaac S. Tallmadge, esq., should be admitted *ex parte* in behalf of Agent Bonesteel, upon the receipt of which the investigation should close.

At 5 p. m., adjourned.

At ten minutes past 6 p. m., left by railroad train for Oshkosh, en route for Keshena, on the Menomonee reserve, in order to distribute the provisions which had all been sent forward to that point from Fond du Lac, on the 26th ultimo; the deposition of Isaac S. Tallmadge being deferred until the return to Fond du Lac, for want of time to take it previous to the departure of the train.

TUESDAY, May 15.

Took deposition of Isaac S. Tallmadge, esq., which closed the investigation of the official conduct of Augustus D. Bonesteel, United States Indian agent for the Menomonee and other Indian tribes.

Summary of the testimony in support of the charges made by the Menomonee tribe of Indians, in Wisconsin, against the employés on their reservation, and also of the rebutting testimony produced by them, as exhibited in the several depositions taken at Keshena, or said reservation, under the authority of the Indian department, by Kintzing Pritchette, the special agent of said department.

CHARGES AGAINST FREDERICK HAAS, FARMER.

Sam Teho (deposition No. 4) testifies that Haas fed three cows on the hay and bran in the Menomonee barn, some of which bran Haas bought, and some he got from the mill. That part of the flour from the wheat ground at the mill was taken to the house of Haas; that the wheat belonging to the Indians and to Haas was taken to the mill and ground together, and all the flour taken to Haas's house, and all the bran; that he kept a colt, and also a horse, belonging to William Johnson, fed in the same manner; turned out the Menomonee cattle to make room for strangers' horses; knew of eight put in the barn at one time, and fed on Menomonee hay; that when owners did not bring their own oats, they were fed on the Menomonee oats, and that Haas kept a yoke of young cattle of his own in the barn since last winter; that there were three cows there belonging to Mr. Powell, the interpreter. Haas's and Powell's stock were fed on the hay of the Indians; that Haas fed to his hogs almost the whole of one hundred and thirty bushels of corn raised on the Central Farm; that Haas sold some rye raised on the Central Farm; that Haas killed three oxen belonging to Indians; that the tallow was put in a bushel basket and taken to Haas's house; that deponent took one of the hides to Cavert's store by order of Haas; that he knows half a dozen who have traded with Haas; that Haas keeps all sorts of provisions for sale to the Indians; that the wood cut for the school-houses was divided among all the employés in the reservation, and that he made deponent and other Indians employed on the reserve chop wood and take it to Haas's and Powell's.

Mah-ka-ta-wa-shet (deposition No. 5) testifies that Haas fed his cows on the hay of the Indians; that once, by his order, he fed Haas's chickens with corn and wheat; that he once saw strangers' horses fed on hay and oats of the Indians; that he believes all the hay and oats in the Indian barn belong to the Menomonees, and that it is because he so believes that he says he fed the Menomonee hay and oats by order of Mr. Haas; that there is but one pile of hay in the barn; that there is only one place in which oats are kept.

Wau-paw-nah-nah (deposition No. 7) testifies that Haas kept a

cow and colt of his own in the Menomonee barn, and fed on the corn and oats brought from the Central Farm, and also a large number of chickens were kept by him and fed from the same grain; that he kept strangers' horses; that he sent deponent to cut wood, which he hauled to his house, and twice to Powell's, the interpreter; that once in a while Polier, Powell's man, got hay to feed Powell's cows, which he said he was borrowing.

Sam Tiko (deposition No. 8) further testifies that of the meat of the three oxen slaughtered by order of Haas, and divided among the Indians, one-quarter was placed in the granary by order of Haas, and that he does not know what became of it afterwards; that about ten bushels of seed wheat was swept together on the floor of the warehouse, and divided among the employés and fed to their chickens; that since the Indians objected to Haas feeding his horses in their barn, he bought two loads of Hay, but knows of none previously purchased by him.

Joseph Penasha (deposition No. 13) testifies that Haas kept a cow and colt in the Menomonee barn, and fed them on the hay and corn of the Indians; that deponent saw Haas buy hay from Me-shaw-cut and his brother, and pay them for it. This hay was put into the barn with the other hay; that Porlier took hay from the barn and fed it to Powell's cows; that once in a while Haas sent him to cut wood, which he drew to the school-houses and Haas's house; that Haas sometimes sold him provisions at his request; that when he (deponent) was going to plant potatoes, Haas told him to separate the large and small ones, and Haas used to eat the large ones.

Ignatius Wetzel, blacksmith, (deposition No. 20,) testifies that Haas kept the horses of strangers, who stay over night, in the Menomonee barn.

Joseph M. Ostroph (deposition No. 26) testifies that Haas made him sign a blank voucher; that he has seen Haas take money for keeping teamsters' horses in the Menomonee barn; that he saw Haas sell potatoes out of the root-house to the Indians for sugar.

In answer to these charges William Powell (deposition No. 36) testifies that deponent bought two and half tons of hay, which was placed in the Indian barn, which he loaned to Haas for the use of the Indians, which Haas returned to him, and that it was upon this hay so returned that his cows were fed, and also the horse of Mr. Wright; that he borrowed oats from Haas, belonging to the Indians, to feed the horse, and returned it to him; that the corn crop of 1859 was ruined by the frost, and generally unfit for food; that the potato crop generally was also much injured, the potatoes were very small, and not ripe, and that some of the rye was also injured by the frost; that in 1858 Haas sent some wheat and rye, raised on the Central Farm, and had it ground; gave some of the flour to the chiefs, and the remainder was distributed by himself and Haas to the poor of the several bands; that Haas sent surplus of seed rye to the mill, the flour from which deponent distributed to the poor of the tribe, and also the tolls taken for grinding for the whites at the mill; that the three Indian oxen were killed, because they were getting old, in the fall of 1857; the meat was very poor; that it was divided among the

several bands. Some of the beef was left because those entitled to it were not present. He subsequently found some beef in the warehouse, which he thinks was part of the same, and this deponent saw Haas distribute to those who had not received their share. That the wood furnished at his house, by order of Haas, was for the agency office, which was constantly occupied by the Indians during the day, and by those coming from a distance during the night; also, during the payments, wood is brought for the use of the office; that, exclusive of this, the wood brought this year could not exceed six or seven cords; that he purchased his wood for the use of his family; that the seed wheat, swept from the floor of the granary after the time of planting, was about three bushels; that about two-thirds or a half bushel, including the dirt, was brought to him to feed his chickens; that the flour made from the wheat and rye raised on the Central Farm was distributed to the poor, and the potatoes distributed for seed to each band last year; that three hundred and fifty bushels were divided among them, and that Haas could not have taken any away to his own house without the knowledge of deponent; that deponent and Haas have potatoes of their own raising in a separate place in the same root-house in which the potatoes raised for the Indians are kept.

George F. Wright, of Oshkosh, (deposition No. 38,) testifies that he left a horse, belonging to Mr. Johnson, of Peshtigo, with Captain Powell; that Powell said he had hay, but no grain, to feed him; that deponent said he would furnish the grain, and shortly afterwards sent Powell seven bushels of oats to feed the horse; the horse remained in Powell's charge three weeks, more or less.

Louis Goldstucker, the school teacher, (deposition No. 40,) testifies that he has resided with Haas ever since he came on the reserve, some three months; that Haas treats the Indians with the greatest hospitality; that during January and February of the present year they have generally been every day either at breakfast, dinner, or supper, at his table, and frequently stayed during the night; has seen the table set for three or four at once; the average number at his house is one or two daily. Deponent would not feed them as Haas does for \$100 to \$150 per annum; that within the last week he has seen three Indians ask Mrs. Haas for something to eat and she gave it to them.

Fredk. Haas, the farmer, (deposition No. 43,) swears that he has been farmer four years the 18th of July next; received his first appointment from Benjamin Hawkins, United States Indian agent; that his instructions from him were to plough four or five acres for the blacksmith, and the gardens of the interpreter and school teacher, and an allowance of ten acres to cultivate for himself, but has never cultivated, for his own use, over three acres; that he has never received any other instructions in the premises; that the Central Farm contained sixty acres; that during the first year, 1858, of Bonesteel's agency, deponent cultivated the whole of said farm for the common use and benefit of the Indians that in 1859, the said Central Farm was allotted, in separate portions, among twenty families of the tribe, which deponent ploughed and sowed for them respectively; that for the use of the tribe, he cultivated four acres of potatoes, of which the yield was between fifty and sixty bushels, which are now in the root-house on

the reserve, kept for distribution for seed; that in the winter of 1857-'58, eighteen or nineteen yoke of cattle, two cows and a calf, and a pair of horses, all the property of the Indians, were kept in the Menomonee barn; that during the winter of 1858-'59, there were about fifteen yoke of cattle, two cows, and one span of horses, all the property of the Indians, kept in the Menomonee barn, and also a colt of his own, for which latter he bought hay, oats, and some bran, to feed it; that Mr. Wright, of Oshkosh, had a horse in said barn; that William Powell had two and a half tons of hay in the barn at that time, from which the horse was fed, and that Powell supplied seven or eight bushels of oats for his feed; that in the beginning of the same winter Powell had two cows in the barn; that there is no convenient way of keeping the hay separate in said barn; that during the last winter deponent had two cows in the barn, and two belonging to Powell, and from three to fifteen yoke of Indian cattle, and a horse; that during threshing, deponent also kept a pony therein for his use as farmer; that Powell bought three or four tons of hay, from which his cows were fed, and that deponent fed his own cows from hay and bran purchased by himself; that this hay and grain was kept without separation, as in previous years; that travellers' horses have, from time to time, been kept in the barn and generally fed from oats brought by themselves; sometimes deponent has kept them and received pay therefor; that there is no accommodation for travellers within eight miles in one direction and eighteen in the other, except at the reservation; that when there was no grain or hay of his own in the barn, he fed strangers' horses from the common Menomonee stock, and returned, at his own expense, the hay and grain so used; that deponent raised about two acres of corn, in all seventy or eighty bushels, which deponent fed to his pigs, and this was the only corn raised that year; this was of poor quality, owing to the frosts; that in the fall of the year 1858, he sold six bushels of rye belonging to the Indians, for one dollar per bushel, which money he gave to the interpreter, Powell, with which he bought flour for the Indians, and divided amongst the poor of the tribe; and that this was all the rye he sold; that he slaughtered three Indian oxen, at the request of the chiefs, in November, 1857; they were very poor; the beef was divided among the Indian bands, except one quarter kept for the band of Shaw-na-pe-na-so, which had no representative at the distribution; that a week or ten days afterwards this quarter was distributed to said band; that it is not true that deponent took the tallow and converted it to his own use; that the oxen were in so poor a condition that there was no tallow saved therefrom; that one of the hides was given to the band of Sho-no-nee, another to that of Oshkosh, and a part of the third deponent used in making a harness to be used in the ox frame for shoeing oxen; that deponent sold the hide of a cow of his own to Mr. Cavert, in September, 1857, the meat of which he gave to the Indians; that it is the custom of deponent to furnish wood for the use of the office of the Indian agent and also for his own use; that as a general custom he, deponent, pays for his own firewood; that occasionally, when the hands are unemployed, he has employed them in cutting wood at his own house; that the firewood he purchased

from the Indians and generally paid them ten shillings per cord ; that he has, at the solicitation of the farm hands, sold them provisions, and that he has exchanged potatoes which he bought of the Indians, for sugar for his own use ; that each spring, any excess of wheat or rye left after sowing deponent has sent to the mill to be ground and distributed among the poor of the tribe ; that a year ago last summer, all the wheat raised was spoiled by the "rust."

Chas. D. Ambrose (deposition 41) testifies that the only ox hide he, deponent, ever bought of Mr. Haas, the Indian farmer, was on the 17th of September, 1857, which weighed fifty-five pounds ; that Haas had a cow which died about that time ; that this testimony is founded on an examination of the books of Mr. Cavert, for whom he is clerk ; that Sam Tiko brought the hide to the store, and was in Haas's employ at the time ; that from his books it appears he paid or credited Haas for the hide 5 cents per pound ; that from deponent's observation of the treatment of Haas to the Indians, it was very hospitable ; giving them food to eat when they came to his house. Depo-
nent boarded two weeks with Haas, since which he has been frequently at his house and witnessed the same treatment of them.

The complaints against Mr. Leach, the miller, are as follows : Keshena (deposition 10) testifies that the miller was about during the first winter of Mr. Bonesteel's agency ; that as soon as the mill froze up the second winter the miller went off.

Joseph Carron (deposition 14) testifies that he has worked in the mill ever since it belonged to the Menomonees ; that the first fall Leach came, he left the reserve immediately after the payment of the annuities, and that the mill did not run after he left ; the next spring it commenced running when the Indians were coming out of the sugar bush ; that other persons besides Leach dressed the mill stones ; that Leach does not know how to set the saw ; deponent always set it himself ; that Leach measures lumber when they come for it ; the rest of his time he lies in bed ; that he does not know why the mill was not running when he was there eight or nine weeks ago ; that the dam was frozen over at that time ; that he does not know whether the mill is in repair or not ; that Leach lives with a Menomonee woman ; that they live together as man and wife.

Carron (deposition 19) testifies that his son, Joseph Carron, was discharged from the mill by Leach last fall.

Ignatius Wetzel (deposition 20) testifies that Leach was absent from the reservation a year ago last fall about five months, and that Leach had told him subsequently that he had received payment of his salary for the time of his absence ; that he left in December last year, and returned in February ; that Leach is incompetent as a grist miller ; "that he, deponent, was at the mill, and did not get any flour ; that the mill was out of order, and Captain Powell hired another man to fix the mill ;" that the river was not frozen over until about six weeks after Leach left the first time ; that the mill was started again in that year ; that the mill was run by Mr. Wilkins, the present carpenter ; that he made the affidavit accompanying the memorial of the legislature of Wisconsin to Congress at La Mott's house, on the reservation ; that he had been instructed by the agent not to attend such councils,

but that he did not know there was a council there; that James La Mott came for him, and said the Indians wanted to see him, but did not say for what purpose.

In answer to these charges, William Powell, interpreter, (deposition 36,) testifies that he knows Leach, the miller, and has known him during the whole term of office of Mr. Bonesteel; has visited the mill at different times when Leach has been at work in the grist and saw-mill. He made good flour; is no judge of a mill, but knows that the lumber is good; that upon the representations of Leach that the stones were in such bad order that it required a man who thoroughly understood it, deponent employed Andrews to fix the stones; that Carron was pleased with the flour made by Leach; has frequently visited the mill, and always found Leach at work; when absent, he was informed he had gone to dinner; that, to the personal knowledge of deponent, Leach dressed the mill-stones; that the only exception are, when he employed Andrews, and another instance, when he saw Edward F. Sawyer assist Leach in dressing them.

William Powell (2d deposition, No. 42) testifies that the river on which the mill is freezes over generally between the 15th and 20th of November; that the dam freezes generally a week before the river; that the ice on the river does not remain as long as on the dam.

Letter of Agent Bonesteel, (No. 45 :) "The other point to which I would call your attention is the payment of the miller (Leach) during the first winter of my term of office. The fact in reference to this is, that Mr. Leach obtained a leave of absence, for how long a time I do not now exactly recollect. He was unwell at the time, and this was the main reason for granting him the leave. He was quite ill for some months afterwards, and on recovering his health he resumed his work. I thought it no more than right, under the circumstances, that he should be paid his full salary, and accordingly did so without making a deduction for his lost time. A portion of that time, you will bear in mind, was during the fall and winter, when nothing could be done in his capacity of miller on account of the weather. His other absences have been on leave, and during the winter months, when his presence at the mill was not required, and during which time it could not be run on account of the severity of the weather."

CHARGES AGAINST WILLIAM POWELL, UNITED STATES INTERPRETER.

Sam Tiko (deposition 4) testifies that a portion of the bran brought from the mill was taken to Powell's; that three cows belonging to Powell were kept in Menomonee barn, and that Porlier, his man, fed them from Menomonee hay, and that wood cut by the Indians was taken to his house.

Wau-hau-nah-nah (deposition 7) testifies that once in a while Porlier, Powell's man, came and got hay to feed, and told deponent he was borrowing it.

Wau-pe-ke-knew (deposition 12) testifies that Powell gave She-pan-she-co-kien something, which she showed to Tiko, who told her that he (Tiko) did not know it was intended to be eaten; that he had mixed bran with it; that he, deponent, did not ask this woman whether Mr.

Powell gave it to her. She told him she got it at the agency, and it was for this reason that he has said that she got it from Mr. Powell.

Joseph Penasha (deposition 13) testifies that he frequently saw Porlier, Powell's man, take hay from the barn and carry it to where Powell kept his cows.

Joseph Gauthier (deposition 16) testifies that Powell would not interpret to agent complaint against Andrews, the school teacher.

John Warrington (deposition 17) testifies that Powell refused to interpret to the agent complaint against Andrews, the school teacher.

Och-ke-he-na-niew (deposition No. 23) testifies that, on the application of Pe-po-ne-nee for a land warrant, deponent, Mr. Bonesteel, and Mr. Tallmadge were present, Mr. Powell interpreting; that Shone-on and Sho-no-nee told him that Pe-po-ne-nee, jr., was the son of Pe-po-ne-nee, sr.; that he, deponent, was a witness for Pe-po-ne-nee, jr., and that Pe-po-ne-nee is the grandchild of Pe-po-ne-nee, the warrior who served in the Black Hawk war; that he, deponent, swore that Pe-po-ne-nee, jr., was the son of Pe-po-ne-nee, sr., the warrior; that Powell told the Indians they must tell the truth; that if the applicant said he was a grandchild, or over twenty-one years of age, he could not get the warrant; that the widows and children were entitled to land warrants; that grandchildren could not get land warrants, nor persons grown up; that Powell explained the paper to get the land warrant, which he swore to and signed; that Powell told him that the nephews of those who served could not get land warrants.

Mah-mah-ka-net (deposition No. 24) testifies that Mr. Bonesteel, Mr. Tallmadge, and Mr. Powell, interpreters, were present at the council when applications were made for land warrants, when Pe-po-ne-nee, the grandchild of the warrior, made application; that Powell told him they could not effect anything if they said he was the grandson; he must say that he was the son of Pe-po-ne-nee; that Powell told him, Pe-po-ne-nee, that when he swore the Great Spirit heard him, and that he must tell the truth; and asked him if, when he said that his (Pe-po-ne-nee's) father went to the Black Hawk war, he told the truth. Pe-po-ne-nee answered that it was the truth.

Joseph M. Ostroph (deposition No. 26) testifies that he saw Powell put his name to a number of blank vouchers opposite to the printed word interpreter in said blank vouchers.

Shononee, a head chief, (deposition No. 28,) testifies that he swore that Pe-po-ne-nee was the child of the warrior Pe-po-ne-nee—just what he was told to swear; that he came here to swear but one thing, and would not answer any questions.

In answer to these charges, William Powell (deposition No. 36) testifies that he bought hay and oats for his cows, from which they were fed, and replaced the oats used by the horse left by George F. Wright in his charge; that the wood brought to his house was for the agency office, which the Indians frequented, and in which they sometimes slept, keeping up the fire all night; and that he purchased his own wood for the use of his family. That last summer Ma-ma-ka-wet got up in council, and said he wanted to speak about the schoolmaster, Mr. Andrews; that he wanted to tell the agent his

conduct regarding keeping school. He said he was down at Shawano the whole of his time; that upon this deponent interrupted him, saying that he, deponent, wanted him to confine himself to the truth; that he, deponent, was left in charge by the agent at Keshena, and knew better than he (Ma-ma-ka-wet) did; that the schoolmaster was not down to Shawano *all* the time, and that he should not state anything but what he saw with his own eyes, or of which he had personal knowledge; that thereupon Ma-ma-ka-wet sat down and said no more; that after he sat down, deponent told him if he had anything to say to the agent he would interpret for him; and he answered that it was no use, as he (deponent) knew better than he did; that deponent does not remember whether he repeated the conversation to Mr. Bonesteel; he did not do so in council. That when applications were made by the Indians for land warrants, the agent, through him, the interpreter, inquired whether the applicant was a widow or an heir, and was told the number of witnesses which were required, and that a guardian was necessary in the case of a minor child.

George F. Wright (deposition No. 38) testifies that he sent oats to Powell to feed the horse left by him in his case.

Isaac S. Tallmadge, (deposition No. 46,) who aided Mr. Bonesteel in making out applications of Indians for land warrants, states, in detail, the course which was taken; that the Indians should be well informed on the subject, and the information and instructions relating thereto conveyed to them through the interpreter, William Powell.

The charge made in the affidavit of Joseph M. Ostroph is best answered by the blank forms of vouchers in the office of the agent, specimens of which are herewith presented.

From an inspection of these vouchers, it will be seen that there is no printed word "interpreter" thereon, opposite to which he swears he saw Powell place his name.

George Cown, (deposition No. 37,) Joseph S. Cavert, (deposition No. 39,) Louis Goldstucker, (deposition No. 40,) Charles D. Ambrose, (deposition No. 41,) all swear they would not believe Ostroph under oath.

The charges against the schoolmasters, detailed principally by Ostroph, whose credibility is directly impeached by the evidence, it is not deemed necessary to set forth, as they are not now in the employment of the government at the agency, and there is no charge or complaint of any kind from any quarter against the present schoolmaster, Mr. Goldstucker.

No. 1.

Deposition of Sho-no-nee.

STATE OF WISCONSIN, *County of Shawano, ss:*

Sho-no-nee, the head war chief of the Menomonee tribe of Indians, deposes and says: That he is about seventy years of age; that he has attended three payments made by A. D. Bonesteel, United

States agent, in person ; that he knows of no instance, of himself, during these payments, in which money had been taken by force of the Indians; that he cannot recollect that any Indian had told him that he had his money taken away by force ; he had heard Mr. Bonesteel tell the Indians in open council, previous to making the payment of their money, through the United States interpreter, William Powell, that if any of the traders took away their money they should come and tell him ; that he had never made any complaint to Mr. Bonesteel, because he did not believe he would listen to him ; his reason for this belief is, that Mr. Bonesteel had neglected their request to allow them to send delegates to Washington, and in that matter had treated them like children ; that he is the same person who made an affidavit last winter in regard to William Powell and the distribution of his people, and also respecting the conduct of the traders in taking their money from them ; that the affidavit he speaks of was that signed by him (Wintley) with Shonion ; and further the deponent saith not.

Before the signing and witnessing of this affidavit the deponent corrects his statement, and says : That he never heard Mr. Bonesteel in open council, or anywhere else, tell the Indians, through the interpreter, William Powell, that if the traders took away any of their money they should come and tell him.

SHO-NO-NEE, his + mark.

Witnesses :

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 4th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 2.

First deposition of Shonion.

STATE OF WISCONSIN, *County of Shawano, ss :*

Shonian, being duly sworn, deposes and says : That he has attended three payments made by the United States Indian agent, A. D. Bonesteel ; that the payments were made at the school-house in Keshena ; that Mr. Bonesteel was present ; that a year ago last fall Kahkatuck received his money ; he saw him go out into the street to the store of Cown, an Indian trader, where he saw George Cown, an Indian trader, and his wife, grab Kahkatuck and take his money from him, and that Cown put the money in his pocket, and he heard Kahkatuck ask him to give him back some of it, to which Cown replied that if he would come to his store he would make it right with him. Mr. Bonesteel was not present at this transaction ; he had gone home

to his office. This is the only time he saw anything of that kind. That he and others made complaint to Mr. Bonesteel that their money was taken away by force by the traders, and that Mr. Bonesteel told them they were expected to treat their friends right; this he and others told to Mr. Bonesteel a year ago last fall; Keshena was one of those who told Mr. Bonesteel in his office; the interpreter of what they told him was Mr. Wm. Powell, United States interpreter. He only saw the money taken from the Indians in the instance already stated. He has heard of several persons, since his complaint to Mr. Bonesteel, having their money taken from them by force by traders. Kiamamak had told him that he (Kiamamak) had heard of such a transaction. This took place previous to Mr. Bonesteel being agent. The only person complained of by him and others to Mr. Bonesteel was Mr. Cown, and that he has not known or heard of any other person having taken the money of the Indians by force. That he saw his own daughter give Mr. J. S. Cavert a ten dollar gold piece to pay an account of five dollars due him, and that Mr. Cavert, though requested to return the change, refused to do so, but she was compelled to take calico in change, which his daughter carried out and exhibited to deponent, who told her to keep it. He made no complaint of this transaction to Mr. Bonesteel. That he has never heard Mr. Bonesteel, previous to the payments, tell the Indians that if the traders molested them regarding their money he would attend to the matter. That this transaction by Mr. Cavert occurred since the complaint made by him to Mr. Bonesteel.

SHONION, his X mark.

Witnesses:

JOSEPH GAUTHIER,

TALBOTT PRICKETT,

Interpreters.

WILLIAM POWELL, *United States Interpreter.*

Subscribed and sworn before me this 4th day of April, 1860.

GEORGE B. EDMONDS,

Notary Public.

No. 3.

Deposition of O-ka-ma-sha.

STATE OF WISCONSIN, *County of Shawano, ss:*

O-ka-ma-sha, being duly sworn, deposes and says: That he is a Menomonee Indian; thinks he is twenty-nine years of age; that he has been present at three Indian payments made by A. D. Bonesteel, United States Indian agent; that he does not know of any difficulty the Indians have had with the traders about money; that he has heard of one with Tash-wau-sa-bone, and no one else; that he heard

this to-day, and at the time of its occurrence, one year ago last fall, from the same person; that at the time of the payment, a year ago last fall, Mr. J. S. Cavert, an Indian trader, made out his account with him, amounting to forty-nine dollars; that he, the deponent, put his mark to said paper, stating his account to be that amount, and that said Cavert gave the said paper to Mr. Bonesteel, who paid the said Cavert the said amount of forty-nine dollars; that the amount due to him, the deponent, was fifty-dollars, and that he received the balance, one dollar, from Mr. Bonesteel; that he had believed at that time that the amount he owed the said Cavert was about thirty dollars; that he signed the pay-roll for the fifty dollars due him when Mr. Bonesteel was making the payment; that he was not present when the money was paid to said Cavert; that he did not want to sign the pay-roll, because Mr. Bonesteel did not give him his money; that the reason that Mr. Bonesteel gave him why he did not pay him his money was, that he had an order for it on Mr. Cavert; when he signed the paper, or made his mark thereto, he knew it was for forty nine dollars; that he did not know whether his name was upon it, he touched the pen; that Mr. Cavert cheated him by telling him that all who owed him gave him an order, and that the deponent should give him one; that he objected, and that it was some time before he could be induced to sign it; he did not know what Mr. Cavert intended to do with the order; thought when he signed it that Mr. Cavert intended to cheat him, that he does not know what Cavert wanted with the orders of all those persons which he had said he had obtained; that he had never seen an order paid at the pay table; Joseph Wau-ba-nash-cum, a Menomonee Indian, was the interpreter on the occasion of his touching the pen to the paper or order, between him, the deponent, and said Cavert; that he does not know whether Wau-ba-nash-cum intended with the trader to cheat him; that Mr. Bonesteel paid him the balance due him, one dollar, in the evening after the payment in the store of Mr. Cavert; Mr. Bonesteel had no conversation with Mr. Cavert at the time of the payment of the one dollar; that Mr. Powell, the United States interpreter, was not present; that he did not ask Mr. Bonesteel for the dollar he paid him. Further deponent saith not.

O-KA-MA-SHA, his + mark.

Witnesses :

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 4th day of April, 1860.

GEO. B. EDMONDS,

Notary Public.

No. 4.

Deposition of Ti-ko.

STATE OF WISCONSIN, *County of Shawano, ss:*

Samuel Ti-ko, a Menomonee Indian, being duly sworn, deposes and says: That he is, he thinks, about 29 years old; that he has worked on the "Central Farm," on the Menomonee reservation, for the most part of the last three years; that Frederick Haas, the farmer, employed him; that Mr. A. D. Bonesteel employed him a year ago this spring, at Fond du Lac, to take care of the horses on the reserve; that he took care of three horses—two belonging to the Menomonees, and one belonging to the farmer, Mr. Haas; that he took care of all the horses for about two months, at the end of which time one of the Indian horses died, and that he took care of the two others; that last fall, after payment, Mr. Haas took away his horse, since which he has had charge of only one horse; that before being employed by Mr. Bonesteel he worked on the "Central Farm;" that the winter before he was employed by Mr. Bonesteel at Fond du Lac, he hauled wood and hay for Haas, and took care of three yoke of cattle during the whole winter, and also of other cattle of the Indians which were brought on to the reserve; does not know the whole number of cattle—a great many were brought before spring; that the only cattle, except those belonging to the Indians, that were kept on the "Central Farm," on the Menomonee reserve, were some cows; that at first there was only one cow, belonging to Mr. Haas, the farmer; that the first cow died, and he afterwards helped to drive up three more belonging to Mr. Haas, one of which was sold soon after: the other two are now on the said "Central Farm;" that they were fed on hay and bran, some of which bran Mr. Haas bought, and some of which he sent him, the deponent, to get from the mill; this was the toll taken at the Menomonee mill; does not know how much bran Mr. Haas bought, and how much he obtained from the mill; he bought of Pah-me-wa-tuck, Pe-quatch-e-na-ni-u, Wa-pa-nah-nah, and She-pah-ke-sick. Mr. Haas had some wheat of his own. That he and "Pat," an employé on the reserve, brought all the bran made at the mill to the barn in the village of Keshena, on the reserve, except a portion that was left at the house of the interpreter, Mr. Powell; that all the bran was fed to the cows belonging to Mr. Haas, and none to the oxen belonging to the Indians. The hay that was fed to the cows was the property of the Indians; that part of the wheat raised on the "Central Farm" was sent to the mill and ground, and the flour put in the Indian storehouse, a sack or two of which, about as often as they went to the mill for it, was taken over by the deponent to Haas's house—the remainder of the wheat raised was taken to the Indian barn; that Mr. Haas raised, himself, about an acre and a half of wheat near his own residence; that the wheat raised by Mr. Haas, together with the wheat raised on a forty-acre lot of the Indians, were both taken by deponent to the mill and ground together, and that he, the deponent, took all the flour so made to the house of Mr. Haas; that he

thinks that the number of bushels raised by Mr. Haas was about eight bushels—that raised on the forty-acre lot about twice as much ; that Mr. Haas took all the bran from the wheat ground at the mill, both of his own and that which he raised for the Indians as their farmer ; that three colts and a horse were kept in the Indian barn during the winter of 1858-'59. The colts were, two of them, spring colts, and the other coming two years. That they were fed on the Menomonee hay and oats that was in the barn ; that two—the spring colts—belonged to Mr. Bonesteel, and were kept all winter ; the third belonged to Mr. Haas. Another colt, a spring colt, was brought in the spring of the same year, and belonged to Mr. Bonesteel. That he does not know to whom the horse belonged which was kept in the Indian barn ; that Mr. Haas told him it belonged to Mr. Powell ; that he afterwards found out that it belonged to William Johnson, an Indian trader from the Chippewa country ; that this horse was taken away in the spring, before the Indians commenced making sugar ; this horse was fed as the others, on the Menomonee hay and oats ; that Wa-pa-nah-nah had charge of the horses. That he knows of the horses of strangers being frequently kept in the barn ; that he has known cases when they were compelled to turn out the cattle to make room for the horses. Once knew of eight horses placed therein at one time ; that they were all fed on the hay of the Indians, and when the owners did not bring oats, their horses were fed on the oats belonging to the Indians ; that he never saw Mr. Haas take money for keeping strangers' horses ; that he, the deponent, once took money from a boy who had a yoke of oxen in the barn—the boy gave him 25 cents ; that Mr. Haas had also given him 25 cents for taking care of a stranger's horse. That Mr. Slingerland often put his horse in the barn, and told deponent he paid for it ; that at one time Mr. Slingerland gave him a shilling for feeding his horse ; that he has received five shillings in all, during three years, from strangers for keeping their horses ; that Mr. Haas has been in the habit of keeping the horses of strangers in the barn during the agency of Mr. Bonesteel ; that he does not know whether Mr. Bonesteel knew of Mr. Haas's keeping the horses of strangers in the Indian barn ; that some cattle and a horse have been kept in the barn since last winter—one yoke belonging to the Menomonees, and two yoke of young cattle belonging to Mr. Haas, which were brought upon the reservation last fall ; that Mr. Haas, when he heard that the Indians did not like him to keep his cattle in the barn, sold one yoke of them to deponent ; this was just after New Year's. That there were some cattle there belonging to Mr. William Powell, the interpreter, who, when he heard that the Indians did not like his keeping them there, took them away ; these cattle were there from last fall until the Indian delegation started for Washington ; the cattle of Mr. Powell were three cows ; that he, the deponent, fed the hay of the Menomonees to the cattle of Mr. Haas and the cows of Mr. Powell ; when deponent did not do it, "Porlier," Mr. Powell's man, fed them from the same hay ; that corn, wheat, and potatoes were raised on the "Central Farm" last year—one hundred and thirty bushels of ears of corn ; that Mr. Haas, the farmer, shut up some hogs and fed almost all of it to them ;

after it was almost all gone, he fed some of it to the Indian cattle; that the wheat was disposed of by Mr. Haas in the manner he has before testified, and that the wheat above spoken of was the wheat raised on the farm *last* year; that Mr. Haas disposed of some of the rye raised last year to a man who lives on the road at the crossing of the river "Embarras;" that he saw the wagon driven into the barn-yard empty, and on its coming out, he saw three bags therein which he supposes was rye, as the man, when he came, told him, the deponent, that Mr. Haas had promised him some rye. He did not see the man pay anything to Mr. Haas for it. That three oxen have been killed on the farm one year ago last fall; that he, the deponent, killed one; that he had gone after the ox which he killed, and on his return the other two had been killed, he does not know by whom; that Mr. Haas directed deponent to kill the ox. That the meat of the three oxen was divided amongst the Indians; that the tallow was put in a bushel basket and taken away by Mr. Haas; that one of the oxen was very fat; that deponent saw Haas's daughter make up the tallow into candles, some of which he sold to deponent, for which he paid the same price he paid in the stores for candles; that he bought at different times of Mr. Haas, and paid him two shillings a pound for them; that Mr. Haas took the amount out of his wages—his wages at that time were one dollar per day; that he saw Oh yah-ye-shaw-poma come out of Mr. Haas's house with candles; that one of the hides is in the warehouse of the Indians, and the other was taken by deponent to Mr. Cavert's store by order of Mr. Haas; that he took it to the door of the store where it was taken in and weighed; that he knows of about a half a dozen who have traded with Mr. Haas; that the said Haas keeps all kinds of provisions for sale to the Indians; that Mr. Haas had told him that he was afraid to sell as the traders had complained of him, and that since that time he has sold to deponent secretly; that Mr. Haas told him, the deponent, that Prickett and Mr. Cavert, Indian traders, had complained of his selling to the Indians; that Mr. Haas told deponent that he had bought wood for the school-houses, and that the wood so alleged by Mr. Haas to be bought for the purpose is divided among all the employés on the reservation; that he occasionally sends deponent and other Indians employed on the reserve to chop wood, and this wood is taken wherever they are out of wood, either to the school-houses, or to Mr. Haas's, or to Mr. Powell's; that "Carrow," the chief, went to Mr. Powell and asked for seed wheat last spring, and that Mr. Powell let him have it; that he cannot name any particular person, but that he knows that Indians went to Mr. Haas for seed wheat, and that they got it; that Mr. Powell divided the seed wheat last spring; this wheat was the wheat sent up to the reservation by Mr. Bonesteel; that Mr. Haas had no wheat the year ago last spring, he had only rye; that Mr. Haas had no seed wheat the last spring, and that he does not know of any one going to Haas a year ago last spring for seed wheat; that Mr. Bonesteel, when he resided on the reservation, had a mare which had a colt the next spring, and that the colt belonging to Mr. Bonesteel, as testified heretofore, is the same colt; that the other colt, as testified heretofore to be the property of Mr. Bonesteel, was brought

on the reservation by Mr. Haas; that Mr. Haas told him it belonged to Mr. Bonesteel; that the third colt named in his previous testimony was bought when deponent was absent; that he knows that this last-named colt as well as the others were Mr. Bonesteel's, for the reason that he took them all down to Mr. Bonesteel, at Fond du Lac, last spring.

SAMUEL ^{his} + TI-KO.
mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 4th day of April, 1860.

GEO. B. EDMONDS,
Notary Public.

The sheets composing this affidavit were attached together and sealed in my presence at the execution thereof.

GEO. B. EDMONDS.

No. 5.

Deposition of Mah-ka-ta-wa-shet.

STATE OF WISCONSIN, *County of Shawano, ss:*

Mah-ka-ta-wa-shet, a Menomonee Indian, resident on the reserve, being duly sworn, deposeth and says: That he is twenty-one years of age; that he worked on the Central Farm for Mr. Haas the fall before last; that he fed Mr. Haas's cow, by his order, in the Indian barn, on the hay which was called the Menomonee hay; that Mr. Haas never told him that it was his cow; that Mr. Haas's daughter milked the cow; that Ti-ko worked on the farm at the same time; that once, by order of Mr. Haas, he fed his chickens with corn and wheat; that only once he saw horses brought to the Menomonee barn, the horses of strangers, which he fed from the hay and oats belonging to the Menomonees by order of Mr. Haas; that he believes that all the hay and oats in the Indian barn belongs to the Menomonees; that it is because he so believes, that he says he fed the Menomonee hay and oats by the order of Mr. Haas; that there is but one pile of hay in the barn; that there is only one place in the barn where oats are kept; that he worked on the said farm the summer before, and hauled hay to the barn which was cut on the reservation by Indians; that the Indians' cattle in the barn that winter were fed from the same hay.

The deponent says that nobody told him to say what he has been testifying.

MAH-KA-TA-WA-SHET, his × mark.

Subscribed and sworn before me this 5th day of April, 1860.

GEO. B. EDMONDS,
Notary Public.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

No. 6.

Deposition of Herman Nabor.

STATE OF WISCONSIN, *County of Shawano, ss:*

Herman Nabor, a resident of the village of Shawano, in said county and State, being duly sworn, deposeth and says: That he has been in business, as a country merchant, dealing, among other things, in provisions, from November 1, 1858, until the present time. Was doing business there during the month of January, 1859, and left there during the first week in February of that year; that the deponent sold flour in the month of January in that year from about from six and a half to seven dollars a barrel—small lots at retail might have reached, for the best quality, seven dollars and a quarter per barrel; that he has never known extra winter wheat marked “superfine;” that he has traded in flour more or less for eight years; that the flour sold by deponent in January, 1859, was brought to him from Mayville, Dodge county, Wisconsin, on sleds—the distance from Mayville to Shawano, as estimated by the teamsters generally, is from one hundred and ten to one hundred and twelve miles. Mayville is twenty or twenty-one miles further from Shawano than Fond du Lac; the flour was manufactured for deponent out of grain purchased by himself and partner; that the name of the firm is Nabor & Ruedebusch. That the price of flour frequently fluctuates; the price of flour fluctuated remarkably during that year, which he attributed to the existence of the European war; the price of flour might have fluctuated in Fond du Lac during the month of January, 1859, without the deponent knowing anything about it. That the firm of which deponent is a member sold pork at Shawano during the winter of 1859 at twenty dollars per barrel; that the pork so sold was also brought from Mayville; that his, the deponent’s, partner purchased the pork and flour so sold; that the firm has a store there and a store in Shawano; that the firm pack their pork for sale, and buy only when they are short; that it is the course of the business of said firm to take advantage of the market as to the prices paid.

H. NABOR.

Subscribed and sworn this 5th day of April, 1860.

GEO. B. EDMONDS,
Notary Public.

No. 7.

*Deposition of Waw-pan-nah-nah.*STATE OF WISCONSIN, *County of Shawano, ss:*

Waw-pan-nah-nah, a member of the Menomonee tribe of Indians, being duly sworn according to law, deposes and says: That he is over twenty years of age; that he worked for Frederick Haas, the farmer, the fall that Mr. Bonesteel, the agent, first came up to the reservation, and worked for him all that winter; that Haas kept a cow and a colt of his own that winter in the Menomonee barn; that the cow was fed on the corn, and the colt on the oats brought into the barn from the "Central Farm;" that there were plenty of Menomonee cattle in the barn, which cattle belonged to the Menomonees, and that the cow and colt were fed from the same corn and oats; that a large number of chickens belonging to Mr. Haas were fed from the same corn and oats daily, from a measure holding about two quarts, during the winter; that horses belonging to strangers were often kept in the barn during that winter; that Haas sent him to cut wood during the same winter, which he hauled to Haas's house; that he hauled wood twice to the house of William Powell, the interpreter, one load each time, by the order of Mr. Haas; that he bought potatoes from Mr. Haas last spring, three bushels, for which he paid him one dollar a bushel; that he paid in sugar; that once in a while "Porlier," Mr. Powell's man, came to the barn and got hay to feed Mr. Powell's cows, and that "Porlier" told deponent that he was borrowing the hay; this was the winter in which Mr. Bonesteel resided on the reservation; that he does not know who the cow which Mr. Haas kept in the barn belonged to; he heard Haas's children call it their cow; that he does not know of Mr. Haas killing his cow before Mr. Bonesteel came on the reserve to reside, and that he did not get any of the meat of a cow killed by Mr. Haas.

WAW-PAN-NAH-NAH, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*WILLIAM POWELL, *United States Interpreter.*JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 5th day of April, 1860.

GEORGE B. EDMONDS,

Notary Public.

No. 8.

*Deposition of Samuel Ti-ko.*STATE OF WISCONSIN, *County of Shawano, ss:*

Samuel Ti-ko, the witness duly sworn and examined yesterday, being recalled, deposes and says: That the corn named in his deposition of yesterday was fed by Mr. Haas, as testified by him, and that

the hogs so fed went into Mr. Haas's belly ; that he saw him eat some of the pork ; that he helped to kill them, and saw Haas take them into the house. That of the meat of the three oxen mentioned yesterday as having been slaughtered by order of Mr. Haas, and divided among the Indians, one quarter was placed in the granary by order of Mr. Haas, and that he does not know what became of it afterwards. That of the seed wheat mentioned in his affidavit of yesterday as having been sent upon the reservation last spring by Mr. Bonesteel, a portion—he thinks it might be about ten bushels—was swept together in a heap on the floor of the warehouse, and divided among the employés and fed to their chickens ; that the employés among whom it was divided were Mr. Wetzel, the blacksmith, Mrs. Dousman, the teacher, William Powell, the interpreter, and Frederick Haas, the farmer ; that he saw Wetzel, Haas, and Powell carry portions of it away ; that he has seen, of the produce of the farm, potatoes divided among the Indians, also rye, by Mr. Haas ; that he does not know how many potatoes were divided—the Indians got a patent pail full apiece ; that less than a hundred bushels of rye was divided among them—thinks it might have been about fifty bushels ; that the rye was divided a year ago last fall : the potatoes were divided a year ago this spring. That the horse spoken of in his affidavit as belonging to the farmer and kept by him in the Menomonee barn was a pony ; that the horse which is now kept in the barn is one of the pair of horses which were called the Menomonee horses ; one of them died last summer, and that he does not know who the remaining one belongs to. That he knows that Mr. Haas bought two loads of hay for his own use since Mr. Haas heard that the Menomonees did not like him to feed his horses in their barn ; that he knows of none purchased by Mr. Haas for his own use previously. That the bran mentioned in his affidavit of yesterday as having been bought by Haas from the Indians, the daughters of Haas fed to his cows ; that the bran was fed from Haas's house ; that he (the deponent) never fed any of it to the Menomonee cattle. That the third colt which was brought to the Menomonee barn, as stated in his deposition of yesterday to belong to Mr. Bonesteel, was placed in the barn while he was absent making sugar ; that he does not know how long he was absent, but found it on his return ; does not know how many weeks. That he knows no mode of measuring time ; does not measure time by moons ; does not know how long is the time of one moon. That he has been to school ; that it was an English school ; that he speaks a little English, but did not learn it at school ; that he was taught from English books. That he understood the deposition made by him yesterday, when it was read to him by the special agent of the Indian department. That he knows the names of the days in the English language ; that the names are Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday. That he can count ten in English ; that the numerals are one, two, three, four, five, six, seven, eight, nine, ten. That the one hundred and thirty bushels of ears of corn mentioned in his deposition of yesterday as having been raised on the Central Farm and fed out by Mr. Haas to his hogs was white corn, some of poor quality and some that was good ; does not know the proportion of good and poor

corn ; more good corn than bad ; a little of it had not ripened ; that the most part of it was fit for use as food ; that he does not know that any of this corn was stolen after it had been gathered ; that he never told Mr. Haas that any had been stolen. That the reason why he stated that the wheat raised on the Central Farm, and mixed by Mr. Haas with his own, belonged to the Indians, is, that the ground was ploughed and the grain harrowed in by Indians employed and paid as laborers by the farmer, Mr. Haas, for the Indian agent, Mr. Bonesteel. That some rye was sown for Mr. Wetzel, the blacksmith, last year, in the same manner ; thinks about two acres. That the ox hide mentioned in his deposition of yesterday as having been taken to Cavert, the trader's, store, was taken hold of by said Cavert and his clerk, Charles Ambrose, and dragged into the store. That the mare mentioned in his deposition of yesterday, belonging to Mr. Bonesteel and kept in the Indian barn, was brought there in the fall and remained there until spring ; that it was afterwards sold to the priest, Father Menard, who kept it in the barn a short time afterwards ; that Mr. Bonesteel lived on the reserve during the time the said horse was kept in said barn. That he knows the number of baskets of corn raised on the Central Farm, as testified to by him, was one hundred and thirty-one, for the reason that he marked down each basket with a nail on a piece of timber in the inside of the barn at the time it was husked in the barn ; that while under examination as a witness yesterday he went by permission to the barn and counted the marks made as aforesaid.

his
SAMUEL X TIKO.
mark.

Witnesses :

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *U. S. Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 5th day of April, 1860.

GEORGE B. EDMONDS,

Notary Public.

The sheets composing this affidavit were attached and sealed in my presence at the time of the execution thereof.

GEORGE B. EDMONDS,

Notary Public.

No. 9.

Deposition of A-qua-no-ma.

STATE OF WISCONSIN, *County of Shawano, ss :*

A-qua-no-ma, being duly sworn according to law, deposes and says: That he is the head chief of the Menomonee tribe ; that he is thirty years of age ; that the poor and aged people of the tribe were starving this winter ; that there were nine such persons in his band—these

people were his own connexions ; that they subsisted during the winter upon the little they had raised ; that they could not get food to eat, as it used to be, from the warehouse. That before Mr. Bonesteel came some of their provisions used to be kept back and dealt out to them during the winter by their father and Wm. Powell, the interpreter ; that under Mr. Bonesteel the poor got less than they did under former agents ; that a little has been given to the poor this winter ; that sometimes their relations gave them something to eat ; that his two step-mothers got some shorts twice during the winter ; that one of them lived with him, and the other with her daughter ; that he knows of poor in other of the bands ; that it is always the case ; that the condition of the poor has been worse than usual this winter ; that nothing was raised last summer ; that the frost cut off their crops ; that another reason that their condition has been worse is that part of their provisions were not kept back for distribution during the winter as was formerly the custom ; that he knows of nothing distributed last winter from the produce of the farm except what was given to his two step-mothers, which he supposed was the produce of the farm ; that Mr. Powell, the interpreter, told the deponent that he had better speak to the chiefs to send for money to buy provisions ; that the poor were continually bothering him for provisions ; that he told Mr. Powell he would ask them ; that he, deponent, and his uncle, Osh-ke-he-na-niew, went to Mr. Powell, and that they told him that they would speak to the chiefs ; that they talked to other chiefs, who said Mr. Powell had told them the same thing ; that the reason they did not send was because they believed too little would come. That the Indians sent for provisions the year before ; that they sent for three thousand dollars to buy provisions, they sent for this to Mr. Bonesteel ; this amount was agreed upon in council held in the school-house at Keshena. That the white men present at the council were the agent, Mr. Bonesteel, and the interpreter, Mr. Powell. Mr. Powell interpreted ; that the sum of three thousand dollars was the sum agreed upon in council ; that all the chiefs were present. That he had a conversation with Mr. Bonesteel, the agent, at Fond du Lac, a year ago last winter, respecting the money asked for, while on their way to Washington ; that Mr. Gauthier was the interpreter ; that he asked Mr. Bonesteel if he had laid out all the money asked for ; that Mr. Bonesteel answered that it was not all laid out ; that this was all that was said. That at this conversation were Keshena, Wetzel, the blacksmith, and Mr. Gauthier ; that the month in which he went to Washington last year was the " Big Moon," the month before the Indians go into the sugar camps ; that Keshena and Mr. Gauthier and Mr. Wetzel went with him to Washington ; that Mr. Wetzel went no further than Milwaukie ; that provisions had arrived upon the reserve before they left, and that Mr. Powell told them there were only a few loads back ; that he met on his way to Washington two sled loads of flour at Pigeon river, which he supposed was a part of their provisions ; that he thinks he was absent on his journey to Washington about four weeks ; that the provisions had been distributed before he got back ; that there were no provisions distributed when he got back ; that he did not receive any of those provisions when he got back ; that none were received after he returned to the reservation that winter ; that the

names of the nine poor people in his band which were in a starving condition this winter are, Kah-ka-na-nee-yah, Pom-e-pin-ne-yah, Ah-yah-me-tah-mo, Ah-wah-tin, Kee-yat-tah-a-mo, Shay-ship, O-che-kah-kiew, Mah-ne-shay-yah-kiew, Mo-nah-we-nock; that these nine persons are all alive; that he left for Washington the last winter, after New Year's, with Keshena, Orh-ke-nah-nah, Shonion, Gauthier, and their son-in-law Kershaw; that the reason they went to Washington was that when they found no attention paid to their welfare here, they made up their minds to go; that they consulted among themselves about going, and sent also for their son-in-law, Kershaw; that they sent for Kershaw of their own accord; that he thinks it was three weeks before New Year's; that he came at their request; that Kershaw was never here before that time; that he saw Kershaw at the house of the aunt of Kershaw's wife, two years ago, half a day's walk from Portage city, Wisconsin; that the aunt of Kershaw's wife is the niece of deponent; the wife of Kershaw is an Indian woman; the person they sent after Kershaw last winter was Mr. Gauthier, here present; that Gauthier said nothing about sending for Mr. Kershaw; that no white person said anything to them about sending for Kershaw. After Kershaw came they held a council, at which Kershaw was present; that they held council for several days. Mr. Gauthier, here present, was the interpreter between them and Mr. Kershaw; the first council was at "Carrow's" house; that his house being too small, they changed the place, and adjourned the council to the house of Shaw-wa-ne-ke-sick; they held a council also at La Motte's house; they held councils at no other places; that all the houses named are on the Menomonee reservation; that at "Carrow's" house they talked amongst themselves of employing Mr. Kershaw to take them to Washington; and also they talked amongst themselves about some money that was to be taken from them; that they talked about traders' claims, which is what he means by "some money that was to be taken from them;" that it was of this that they talked to Kershaw; that Mr. Kershaw said he would try to take them to Washington; that there was no paper made there (at Carrow's house) by Mr. Kershaw, stating what the traders had said to them about their claims; Mr. Gauthier interpreted the paper; that he signed the paper; that he signed no paper at "Carrow's;" that he was present at the council held at Shaw-wa-na-ne-ke-sick's house; that Kershaw and Gauthier were present; that no white men were present; that they made papers at all the places where councils were held except at "Carrow's;" that Mr. Kershaw made all the papers, and that Mr. Gauthier, here present, interpreted them all to them; the councils at "Carrow's" and Shaw-wa-ne-ke-sick's commenced in the morning and ended at night; the council at La Motte's commenced in the morning and ended late in the night; that he does not know whether Kershaw spoke to them at the council held at the house of Shaw-wa-ne-ke-sick's; that at the council held at La Motte's there were some white men from Shawano; that he does not know the names of any of them; Charles Ambrose, the clerk of the Indian trader, Cavert, was there, and Mr. Ostroph, and Mr. Wetzel was at the council at La Motte's; that he does not know the names of any other white men present; that they spoke about the traders' claims; after they got through their

business they told Kershaw how much they were to pay him, and gave him a paper, stating that they were to pay him \$500. Mr. Kershaw wrote this paper, and Mr. Gauthier, here present, interpreted it to them; the interpreter, Mr. Gauthier, told them it was for five hundred dollars; that the money was for his services in writing the papers, taking them to Washington, and getting the papers in at Washington; that they expected from these papers that traders would be prevented from receiving eighty thousand dollars; that they expected if they prevented it being paid to the traders they would receive it soon; that they expected to receive and bring back with them twenty thousand dollars, exclusive of their annuities; that they intended to ask for that amount "because we are poor;" that they made another paper to be presented to their Great Father at Washington to draw the sum of fifteen hundred dollars to pay the expenses of the delegation to and from Washington, and the five hundred dollars to Mr. Kershaw; that they had expended the most of \$1,000 belonging to them in the hands of Mr. Gauthier in buying provisions and paying the white men who were at the council at La Motte's; that in answer to the question whether they expected to bring back any money, now repeated to him, with the addition whether their expectations of the receipt of twenty thousand dollars at Washington was dependent upon their success in the preventing the eighty thousand dollars from being paid to the traders, he deposed and saith, it was; that they have paid Mr. Kershaw over two hundred dollars; that they agreed to pay Mr. Gauthier nothing but his expenses for going with them to Washington; that they left some provisions for his family during his absence; that they used some of the provisions bought with a part of the thousand dollars heretofore mentioned at the council at La Motte's; that the time of the return of the delegation to Washington, a year ago last winter, was when they began to make sugar; that he had no conversation with Kershaw at the time of his visit above mentioned to the house of Kershaw's wife's aunt.

Further deponent saith, that they had heard on their reservation before they started for Washington, a year ago last winter, that Mr. Bonesteel had received five thousand dollars instead of three thousand, and that is the reason they spoke of it to him at Fond du Lac, as before testified; that he does not know anything of the money which Mr. Bonesteel said in that conversation he had not laid out; that the papers he has spoken of throughout this deposition were the depositions accompanying the memorial from the legislature of this State to Congress; that he did not ask his father, the agent, nor Mr. Powell, the interpreter, to keep back or not to keep back a portion of the provisions for them to use during the winter before last.

A-QUA-NO-MA, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *U. S. Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 6th day of April, 1860.

GEO. B. EDMONDS,

Notary Public.

The sheets composing this affidavit were attached and sealed in my presence at the time of the execution thereof.

GEO. B. EDMONDS,
Notary Public.

No. 10.

Deposition of Ke-she-na.

STATE OF WISCONSIN, *County of Shawano, ss:*

Ke-she-na, a chief of the Menomonee tribe, being duly sworn, deposeseth and says: That there were poor people in his band; that he knows of six who are very poor; that their names, to wit: Na-na-ta-we-o-kiew, O-na-we-kiew, Kah-pash-ka-mo, Ma-chee-ke-queh-wist, Pah-mah-ke-she-co-kiew, an orphan child of eight years of age, Nah-kah-me-co-kiew; that they are widows and single women; that they raised what they could, but very little; they lived this winter on the little corn they raised; that he knows that there are some poor in every band; that the daughter of Na-na-ta-we-o-kiew, named Co sne-yah-kiew, is crippled in the back and can hardly walk; that he knows that they had not enough to eat this winter, because their neighbors gave them a little to keep them alive; that the winter before last he knew of some rye, the product of the Central Farm, divided among these poor—a small bundle, enough to cook twice; that potatoes, about four bushels to each of the small bands, were divided last spring; that there are three small bands in the tribe; that the large bands received their proportion first, and that he did not see how much they got; that his band had received their share before he got there, and he does not know how much his band got; that he does not know that any hay was divided a year ago last winter; that he knows only of the oxen of Showin and Waw-ku-chon kept in the barn a year ago last winter; there might have been more without his knowledge; that a year ago last winter all the chiefs were assembled in the office of the agent, A. D. Bonesteel; that the chiefs consulted among themselves how much they should ask for; that they agreed to ask for provisions to the value of three thousand dollars, the usual amount they had asked for since the agency of Mr. Bonesteel; that after they had agreed, Sho-no-nee said they should ask for five thousand dollars; that Sho-nion told them not to say that; that they asked Mr. Bonesteel, then present, for three thousand, and that Mr. Powell interpreted for them; that is all he knows about it; that he went to Washington a year ago last winter; that he left about the time they were nearly ready to make sugar; that A-quano-ma and Gauthier went with him; that Wetzel, the blacksmith, went with them as far as Milwaukie; that they saw Mr. Bonesteel at Fond du Lac; A-quano-ma asked him, Mr. Bonesteel, if, of the five thousand dollars for provisions, he had laid out the whole of it, and that Mr. Bonesteel answered that he had not; that Gauthier was the interpreter; that

that was all he heard of the conversation between A-qu-a-no-ma and Mr. Bonesteel; that he thinks he was absent on his journey to and from Washington over three weeks; that there was snow on the ground when he returned; some of their provisions had arrived before he left, but that they had not all arrived; that he did not see the provisions distributed; that it was pretty much all eat up before he returned; that the miller, "Sam," has been miller ever since Mr. Bonesteel came; that the miller was absent during the first winter of Mr. Bonesteel's agency; that as soon as the mill froze up the second winter the miller started and went off; that he did not see the miller last fall when he returned from hunting; that he, the deponent, was absent at Washington a little over a month; that he saw the miller on his return; that on Mr. Bonesteel assuming the agency, the tribe objected to the appointment of Mr. Powell, because he did not interpret correctly; that the reason that this is said is because the agent always does different from what they request when Mr. Powell interprets; that Mr. Gauthier did not tell them whether Powell did or did not interpret correctly; that they requested Mr. Bonesteel to continue their old interpreter, Mr. Gauthier, without Gauthier's request to do so; that is the only reason for the request that they made that Mr. Powell should not be appointed interpreter; that the same fall of the appointment of Mr. Bonesteel Mr. Powell and deponent went to Fond du Lac to come up with Mr. Bonesteel with the annuity money; that Mr. Powell asked him who the persons were who objected to his being interpreter; that he told Mr. Powell it was all the tribe who objected; Mr. Powell asked if Carrow was the person who had the most objection; that he told Mr. Powell he did not know; that Mr. Bonesteel never tells them, when he comes to make payment of their moneys, what the amount is which is to be paid them, as was the custom under former agents; that Mr. Bonesteel told them at Fond du Lac, on their way to Washington, that they might tell at Washington all they knew about him, if they would only state the facts; that Mr. Bonesteel told him that it was the first time that he had found out that Mr. Powell had deceived him; that this remark was made by Mr. Bonesteel in answer to their complaint to him about the schoolmaster, which Mr. Powell had not communicated to him; that on their way to Washington, last winter, Mr. Bonesteel had told him that their Great Father at Washington had forbid them to go there unless he sent for them; Mr. Gauthier was present, Mr. Powell interpreted; that he told them last fall and the fall before last, when they requested to be allowed to go to Washington, that he would do all he could to help them, and that when their Great Father gave them permission he would let them know; that Mr. Kershaw was present at the councils in which the depositions attached to the memorial of the State of Wisconsin to Congress were made, and was told that the agent, Mr. Bonesteel, had forbid them from going to Washington; that the whole number of the very poor in the tribe are about seventy; that is all.

KE-SHE-NA, his + mark.

Subscribed and sworn to before me this 7th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

The sheets composing this affidavit were attached and sealed in my presence at the execution thereof.

GEORGE B. EDMONDS,
Notary Public.

No. 11.

Deposition of Osh-ke-he-nau-niew.

STATE OF WISCONSIN, *County of Shawano, ss :*

Osh-ke-he-nau-niew, a second chief of the Menomonee tribe, being duly sworn according to law, deposes and says: That he was present at the council held at Keshena, one year ago last fall; that it first assembled at the school-house, and then went to the office of the agency; that the council asked that three thousand dollars worth of provisions should be sent for; they asked this at the office of the agency of Mr. Bonesteel, their agent; that Mr. Powell interpreted for them.

OSH-KE-HE-NAU-NIEW his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 7th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 12.

Deposition of Wau-pe-ke-kniew.

STATE OF WISCONSIN, *County of Shawano, ss:*

Wau-pe-ke-kniew, a Menomonee Indian, being duly sworn according to law, deposes and says: That he does not speak the English language; that he understands once in awhile a word; that he does not write it; that they remonstrated with Mr. Bonesteel in council a whole day against the appointment of William Powell as interpreter; that a

member of his own family, the deponent's, is very poor; that her eyes are diseased so that she can only see a little; that her name is She-pau-ke-she-co-kniew; that she lives with deponent; that deponent's wife sent for her to live with them, because she knew she had nothing to live upon; that she is the cousin of his wife; that Mr. Powell told her that there was nothing to divide among the poor last winter; that Mr. Powell told her that after the white folks came to the mill to get their grain ground, perhaps there might be something to give her; that Mr. Powell afterwards gave her something; that she showed it to Sam. Ti-ko, who told her he did not know it was intended to be eaten; that he had mixed bran with it; that he, the deponent, did not ask this woman whether Mr. Powell gave it to her; she told him she got it at the agency, and it was for that reason that he had previously said that she got it from Mr. Powell. And further deponent saith not.

WAU-PE-KE-KNIEW, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 7th day of April, 1860.

GEORGE B. EDMONDS,

Notary Public.

No. 13.

Deposition of Joseph Pena-sha.

STATE OF WISCONSIN, *County of Shawano, ss:*

Joseph Pena-sha, a Menomonee Indian, aged over twenty years, deposes and says: That he worked for Mr. Haas, the farmer, when Agent Bonesteel assumed his official duties, commencing with the fall and working all the following winter; that he again worked for him last spring; commenced at the time of ploughing, and worked until "they fire the guns;" that during the first winter Haas kept a cow and colt in the Menomonee barn; that the daughters of Mrs. Haas fed the cow and the colt; that they fed the cow from the corn taken from the big farm; that they fed it from the corn taken from the corn crib; that they fed the colt on the hay in the barn; that deponent assisted in cutting the hay, at which time it was stated that it was for the Menomonees by Mr. Haas; that deponent saw Mr. Haas buy hay from Meshaw-cut and his brother, and pay them for it; and that the hay bought was put in the barn with the other hay; that he does not know how much; this was the first winter he worked for Mr. Haas; that during that winter he saw Mr. Porlier frequently take hay from

the barn and carry it to where Mr. Powell kept his cows; that Mr. Haas used once in a while to send him to cut wood, which he drew to the school-houses and to Mr. Haas's house; that sometimes, while at work for Mr. Haas, he set him to cutting stove-wood for his house; that sometimes Mr. Haas used to sell him provisions at his house; that he, deponent, used to ask him to sell him provisions; that when he, the deponent, was going to take potatoes to plant, Mr. Haas told him to take the small ones and lay aside the large ones; this was last spring; that Mr. Haas used to eat the large ones so laid aside; he used to see them taken from the pile he had laid aside; that Mr. Bonesteel had a mare in the barn the first winter he worked for Mr. Haas; that it was fed on hay and oats; that it was fed out of the same pile of hay heretofore spoken of; that the oats were also taken out of the barn; that he does not know how many acres of oats were in cultivation that year, nor how many bushels of oats were put in the barn; that he does not know how often he cut wood and hauled it to Haas's house. And further deponent saith not.

JOSEPH ^{his} + PENA-SHA.
mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 7th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 14.

Deposition of Joseph Carrow.

STATE OF WISCONSIN, *County of Shawano, ss:*

Joseph Carrow, son of the chief Carrow, being duly sworn according to law, deposes and says: That he is twenty-three years of age, he thinks; that he can speak a little English; that he understands some of the words of English; that he has worked at the saw-mill on the Menomonee reservation ever since they (the Menomonees) have had it; the first summer he piled lumber; the next summer he worked as "tail sawyer;" the next summer he worked part of the time as "tail sawyer," and the remainder of the summer, and ever since, as "head sawyer;" that he left off working at the mill last fall, not quite a week after payment of the annuities; that he worked under Samuel Leach about a summer and a half; that the first fall Mr. Leach came he (Mr. Leach) left the reservation immediately after the payment of the annuities; that he (deponent) resided with his father during that winter, about two miles from the mill; that he remembers visiting the

mill three times during that winter, and that the mill was not running when he visited it; that he (deponent) worked in the mill that fall until it stopped, and that it was not run after Mr. Leach left; that he does not know when the mill commenced running the next spring, though he (deponent) was there when it commenced; it commenced after the Indians were coming out of their sugar camp; that he does not know how much lumber was at the mill when it stopped last fall; that the last time he (deponent) was at the mill was eight or nine weeks ago; there was but little lumber there at that time; that there were plenty of logs at the mill at that time; the mill was not running when he was there; when he was there it was about dinner time—about noon; that Mr. Cown got some lumber from the mill a year ago last summer; that he does not know the amount, but he should judge about eight hundred feet; that Mr. Prickett, the interpreter, also got lumber from the mill the same summer; he cannot tell how much; that the lumber was sometimes measured out by deponent and sometimes by Mr. Leach; that there are eight unfinished houses on the reservation, namely: the houses of Shawano, Shaw-yah-po-kah, Ah-yah-she-tah-kah, Ah-pah-she-min, Ka-we-niew, Ka-sho, Hoh-yah-na-mack, Pierre Pe-she-pe-kaw, Nah-wau-quah; that the whole amount of lumber taken from the Indian saw-mill by Mr. Prickett, during the summer before last and last summer, was between twelve and twenty thousand feet; that Leach lives in the same house with a Menomonee woman, and that he told deponent that he intended to leave her when he left the reservation; that the deponent knows that they live together as man and wife; that Mr. Leach has charge of both the Indian grist-mill and saw-mill; that the millstones were twice dressed last summer—once by a man at Shawano, and once by a man living on the road at the crossing of the Embarras river; at another time, the summer before last, a man by the name of Wilkins dressed them, and the summer before that a Dutchman dressed them; when Wilkins and when the Dutchman dressed them Leach was not in charge of the grist-mill; that he saw Mr. Leach dress them after the time that the man from the Embarras road dressed them; that when Mr. Leach sets the saw in the saw-mill the saw does not run straight; that this was when Mr. Leach first came, since which the deponent has always set the saw himself; that Mr. Leach measures lumber when they come after it; the rest of his time he lies in his house; that there is but one saw in the mill—it is a sash saw; that while he (the deponent) worked as head sawyer, To-kee-she worked as tail sawyer, at one time, and Oh-shaw-au-kah at another; that there is but one other man employed about the mill, whose business is to pile lumber; this man is an Indian; that he does not know why the mill was not running when he was there some eight or nine weeks ago; that the dam was frozen over at that time; that he does not know whether the mill is or is not in repair. Further the deponent saith not, except that he understood this deposition when read over to him by the special agent of the Indian department.

JOSEPH CARROW.

Subscribed and sworn to before me this 7th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

Witnesses :

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

No. 15.

Deposition of Waw-pe-nash-cum.

STATE OF WISCONSIN, *County of Shawano, ss:*

Waw-pe-nash-cum, a Menomonee Indian, being duly sworn according to law, deposes and says: That he does not speak the English language, but understands it a little; that he has been employed within the last three years in selling goods—first for Bigelow, and afterwards for Cavert; that the provisions for the Menomonees last year came just before they went into their sugar camps; that some of the Indians call it the sucker month, and some the spirit month; that the difference in the time that the first provisions came and the last loads was about two weeks; that he was present and aided in the distribution of the provisions which were distributed to his own band; that he saw all the provisions distributed, but only helped to distribute to his own band; that he saw Mr. Powell deliver from the warehouse to each band its proportion of the provisions; that at the time of the distribution the river was frozen over; that the bands distributed among themselves their respective proportions around the warehouse; one of the distributions was made on the ice; that two loads of corn came with the rest of the provisions; that the man who brought the corn said that there was some more back, and that on the last load of pork brought he saw two sacks more of corn; that he counted the sacks of flour to the number of three hundred and fifty, but did not count the remainder; that others who had counted them said there were fifty more; that the provisions were all put in the warehouse on their arrival; that all the corn he saw come was the two loads and the two sacks above mentioned; that there were two horses to each sled which brought the corn; that he bought some flour at Keshena a week before the provisions were distributed, for which he paid three dollars per sack, from a man who had it in a sled in the street; that he paid the money for the flour; that he was present at the council at which Mr. Bonesteel was told the amount of money which they wished expended in provisions; that the amount was three thousand dollars; that the corn he has spoken of was distributed at the same time with the other provisions; that the council at which three thousand dollars was asked of Mr. Bonesteel as the amount to which they wished provisions purchased was held in the school-house; that he knows Eli Williams, a Stockbridge Indian, who lives within half an

hour's walk of the reservation; that he went home with Williams last Friday and stayed all that night, and returned on the afternoon of the next day, (Saturday;) that he did *not* ask Williams to come over and swear for the Menomonees; that he did *not* tell Williams that if he would come over and swear for the Menomonees that Cavert sold liquor, the Menomonees would give him (Williams) fifteen dollars; that he did *not* tell Williams that if he (Williams) would come and swear for the Menomonees against their agent, the Menomonees would give him (Williams) fifteen dollars; that Williams gave deponent liquor to drink, and that he (deponent) was drunk at the house of Williams; that he drank liquor after he came back, from a bottle in his own house, which he bought of Eli Williams.

And further the deponent saith not.

WAW-PE-NASH-CUM, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 7th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 16.

Deposition of Joseph Gauthier.

STATE OF WISCONSIN, *County of Shawano, ss:*

Joseph Gauthier, being duly sworn according to law, deposes and says: That he went with the Menomonee delegation of Indians to Washington last winter, one year ago; that he left with the said delegation on the fifteenth day of February, 1859, and reached the Menomonee reservation on their return thence on the eighth day of March in the same year; that a portion of the provisions for distribution among the Indians for that year arrived before he left for Washington; that he cannot tell what proportion that about twenty miles from the reserve he met provisions on their way to the reservation; that the teamsters told him that they were Indian supplies; that some time last summer, during a council with the Indians, held with Mr. Bonesteel in the school-house at Keshena, the Indians wished to make a complaint to their agent against Mr. Andrews, who was at that time the school teacher; Mah-mah-ka-wet, speaking for the Indians, wanted Mr. Powell to tell the agent that the teacher, Andrews, was always absent, and did not attend to his school; that Mr. Powell told Mah-mah-ka-wet that he knew better, that he had charge of the employés; and knew better; that he should not say anything that he had not seen with his own eyes; that Mah-mah-ka-wet replied that he had seen with his own eyes that Andrews was always away; that he, deponent, did not hear Mr. Powell interpret the charge against the teacher

during the council; that deponent, to the best of his belief, remained to the close of the council.

That on their way to Washington, a year ago last winter, the delegation visited Mr. Bonesteel, at Fond du Lac. That deponent interpreted a conversation in the railroad cars between Mr. Bonesteel and A-quano-mee. That A-quano-mee asked Mr. Bonesteel if he had laid out all the money he had received to buy provisions; to which Mr. Bonesteel replied that he had not laid it all out, but still had some of it on hand. That the amount expended or retained by Mr. Bonesteel was not mentioned in the conversation.

JOSEPH GAUTHIER.

Subscribed and sworn before me this 9th day of April, 1860.

GEO. B. EDMONDS, *Notary Public*.

No. 17.

Deposition of John Warrington.

STATE OF WISCONSIN, *County of Shawano, ss:*

John Warrington, being duly sworn according to law, deposes and says: That he is a half-breed of the Menomonee tribe; that he was present last summer at a council held in the male school-house at Keshena; that the chief Mah-mah-ka-wet asked the United States interpreter, Mr. Powell, to interpret to Mr. Bonesteel a complaint against the schoolmaster, Mr. Andrews; that Mr. Powell answered, it was no such thing—he knew better. That this is all that deponent recollects. That Mr. Bonesteel did not know anything about it. That Mr. Powell did not interpret the complaint.

JOHN WARRINGTON.

Subscribed and sworn before me this 9th day of April, 1860.

GEO. B. EDMONDS, *Notary Public*.

No. 18.

Deposition of La Motte.

STATE OF WISCONSIN, *County of Shawano, ss:*

La Motte, a chief of a band of the Menomonee Indians, being duly sworn according to law, deposes and says: That he cannot speak the English language. That last fall, having heard a great many of his young men say that the farmer, Haas, did not do his duty, and knowing himself that he did not, he, the deponent, complained to Mr. Bonesteel in council at the school-house, Mr. Powell interpreting, and requested Mr. Bonesteel to send Haas away where he came

from. That he spoke as loud as he could, but that Mr. Bonesteel paid no more regard to him than if he had been a young child. That he heard Wau-ke-chon make the same complaint before he spoke, and that because no attention was paid to him, he, the deponent, spoke. That a year ago last fall the chiefs had a council with Mr. Bonesteel at the agency office, and told him that they wanted three thousand dollars' worth of provisions; that when the provisions were about being taken from the warehouse to be distributed, he thought there was a great deal for three thousand dollars, and therefore told his young men to count it; that they counted seventy-five barrels of pork; that while his band were dividing their share of their provisions, that two of them came and said that they had heard that it was five thousand dollars that had been expended for provisions, and that they thought the amount of provisions was very small for that cost, and that they were taking the count of all that had been distributed to each band; that they did not come back to tell him how much they had counted; that the name of one of the two was Pe-ship-a-co; that when Mr. Hunkins and Mr. Muscowitz were agents for them they used to go with them when they came out of their sugar camps to the traders and tell the traders they must give them ten cents a pound for their sugar; that now it is quite different; that their traders do not keep flour, and that they are compelled to go to Shawano and sell their sugar at five cents a pound rather than starve; that at the time he complained in the council against Farmer Haas, that a soldier, Wau-ba-nas-cum spoke and said, that if the farmer, Haas, was sent away, those Indians who did not belong to the church could have no fields; that Wau-ba-nas-cum did not say that Haas took good care of the cattle; that this was all that Wau-ba-nas-cum said, because the council was all in confusion, and Mr. Bonesteel had risen to go away; that Mr. Bonesteel said nothing in answer to his complaint against Farmer Haas; that he understood that Mr. Bonesteel did make some answer to the complaint, but what it was he does not remember; that because Mr. Bonesteel did not consent to dismiss Haas at once, he, deponent, paid no attention to what he said in reply to his complaint.

That a council was held at his house last winter, at which all the chiefs were present; that there were white people present; the only ones he knew of them were Mr. Gauthier, Mr. Warrington, and "Pony," (Abial Richmond,) and a lawyer named Kershaw; that Mr. Gauthier interpreted when the white people wrote what the Indians talked; that Mr. Kershaw said he was going to talk at Washington—he, deponent, supposes it was about what the Indians got him to write down; that Mr. Kershaw did not say much of anything; that Kershaw told them to keep quiet while he was gone to Washington; that the reason he told them so was that they should make no more papers until they heard what was the effect of those written by him; that what the effect was to be was not clearly explained to them, but he supposed it would be something like taking the lid off a kettle; that they would get something to live upon—money; that they were not certain of getting anything; they told the delegation that if they were listened to they should ask their Great Father in Washington for twenty thousand dollars that year and twenty thousand dollars

the next succeeding year, to be taken out of the interest of their annuity moneys, in addition to their annual annuity payments; that they were to tell their Great Father that they wanted these moneys because their crops had failed, and they were poor; that Mr. Kershaw advised them that they were too quick in acting; that they had a graveyard at Poy-gan already filled up with their dead, and that they had another one here that was fast filling up, and that they should remain here; that he supposes that Mr. Kershaw meant that they should not sell out here, as they had before sold out at Poy-gan; that Kish-kah-na-ka-hom, the brother-in-law of Kershaw, came here and told the Indians, deponent the first, that his brother was a very big lawyer, and that he generally went to the seat of government of the State; that, as near as he could understand him, he further told deponent that Kershaw requested him to tell the chiefs that he, Kershaw, was a very great lawyer, and that Mr. Kershaw told him likewise to tell the chiefs that he was married into the tribe of the Menomonees and considered himself an Indian, and that if they were in trouble and wanted to go to Washington they should send for him, and that he, La Motte, the deponent, told Kish-kah-na-ka-hom that he had better go and tell the chiefs; that Kershaw made papers at deponent's house, at the council there; that all the Indians who were at the council signed their names to one paper; that the other papers were signed by those who made statements of what they knew; that these papers were sworn to by those signing them; that Mr. Kershaw told them they might tell him how they were used by their agent and the employés on the reservation, and that he would write it down and take it to Washington.

That his house where the council was held and the papers signed is on the Menomonee reservation; that Kershaw's brother-in-law lives in sight, across the river; and further deponent saith not.

LA MOTTE, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

Subscribed and sworn to before me this 9th day of April, 1860.

GEORGE B. EDMONDS,

Notary Public.

The sheets composing this deposition were attached and sealed in my presence at the time of the execution thereof.

GEORGE B. EDMONDS,

Notary Public.

No. 19.

Deposition of Carrow.

STATE OF WISCONSIN, *County of Shawano, ss:*

Carrow, a head chief of a band of the Menomonees, being duly sworn according to law, deposes and says: That he thinks he is about sixty-seven years of age; that there are six poor families in his band; that he does not know what they lived on; could not see anything that they lived on; that he does not know whether anything was distributed to the poor last winter, for the reason that he lives some distance back on the reserve; that he was at the council a year ago last winter, at which they asked Agent Bonesteel to purchase provisions; that three thousand dollars was the amount they asked to be expended in provisions; that when the provisions came, they found out that it was a good deal for three thousand dollars; that Match-a-pa-taw, one of the young men of his band, went away hunting just before payment; that Mr. Cavert, after the payment, called him to the office of Agent Bonesteel, and that Cavert asked the agent to give him the young man's share of the annuity money, and that if on his return he was not satisfied, he would return it to him; that he (deponent) told the agent that he did not think it was possible for Cavert to tell a falsehood, and therefore requested the agent to give the money to Cavert; that Mr. Powell handed Cavert the money, and that the young man came back in the middle of the same winter, and told deponent that he had not received the money from Cavert, and that at the payment this money had been kept back for the young man at the request of deponent; that at the payment deponent touched the pen for this money; that when he touched the pen for the money he understood he had a right to say what should be done with the money on behalf of the young man; that when deponent touched the pen for this money he requested Mr. Bonesteel to put it in the hands of Mr. Powell for safe-keeping, which Mr. Bonesteel did; that of this money he (deponent) took a dollar, which sum the young man had borrowed of deponent. That a year ago last fall, after the time for the payment, he, the deponent, and five others, including their interpreters, Mr. Gauthier and John Warrington, went on the boat with Mr. Bonesteel to Fond du Lac; that they intended to go to Washington; that Mr. Bonesteel sent them to the stores to get clothes, and said they might get ready to go; that afterwards Mr. Bonesteel told them that he would telegraph to Washington to see whether they would be permitted to go, and that Mr. Bonesteel told them that the answer by telegraph was that they would not be permitted to go; that they told Mr. Bonesteel that they were determined to go notwithstanding, and that Mr. Bonesteel said he would write all night to help them; and that he told them he would go with them to the bank and see if they could get money to go; that the banker said that he did not know that they would pay it back; that he lent money to the Stockbridges, and that they had not paid it back; that they told him they would pay it back either on their return or when they got their annuities next fall; that the banker would not let them have the

money, and that thereupon they returned home. That he does not want Mr. Bonesteel to receive any more of their money; that his reason for this is that Mr. Bonesteel had said he would do everything he could to help them to go to Washington, and that he had not seen anything he had done, and also for the reason that they are poor; that they had refused to receive their annuity money that fall, and that it was taken back to Fond du Lac; that the reason why they refused to receive it was because there were four hundred dollars given out of it to one man, and two hundred and seventy-five to another man, out of the twenty thousand dollars annuity money; that Mr. Bonesteel told them in council that the twenty thousand annuity money was less that amount; that Mr. Bonesteel told them the amount they were to receive, and the amount that was missing out of it; that he, the deponent, never said that Mr. Bonesteel kept money back from them; that Mr. Bonesteel told him that the four hundred dollars and the two hundred and seventy-five dollars taken out of their annuity money was taken out at Washington; that deponent remembers the names of the men to whom Mr. Bonesteel told them that the money had been paid at Washington—the one was Gumaer, and the other Fuller; that the payment of this money to those persons is another reason why he has said that he does not want Mr. Bonesteel to receive any more of their money; that the council at which three thousand dollars was asked for of Mr. Bonesteel for the purchase of provisions was held in the agency office; that he (deponent) is the father of Joseph Carrow; that his son was discharged from employment at the mill by Leach last fall; that after their return from Fond du Lac, at the solicitation of Mr. Bonesteel, they received their annuity money, twenty thousand dollars, less the amount of six hundred and seventy-five dollars, which Mr. Bonesteel had told them had been paid at Washington. That because he was not permitted to go to Washington, and his little children had nothing but sugar to eat, he felt as if an iron had been run through him; that it was when they were about to come back from Fond du Lac that Mr. Bonesteel told them that he would write all night to help them. And further deponent saith: That one reason why he said he felt as if an iron had been run through him was because they have not the same liberty to go and come from Washington at their pleasure as they used to do. And further deponent saith not.

CARROW, his × mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 9th day of April, 1860.

GEO. B. EDMONDS,

Notary Public.

The sheets composing this affidavit were attached and sealed in my presence at the execution thereof.

GEO. B. EDMONDS,

Notary Public.

No. 20.

*Deposition of Ignatius Wetzel.*STATE OF WISCONSIN, *County of Shawano, ss:*

Ignatius Wetzel, being duly sworn, deposes and says: That he has resided on the Menomonee reservation six years and three months; that he is the Menomonee blacksmith; that he knows Mr. Leach; that he is the miller for the Menomonees; that he has been miller about three years and a half—ever since Mr. Bonesteel has been agent; that a year ago last fall Leach left the reservation, and also last fall; that a year ago last fall he (Leach) left the reservation two or three days after the annuity payments to the Indians; that he (Leach) was absent from the reservation about five months; that about the time Leach left, on the first occasion, he told deponent that he had resigned, and delivered the key of the mill to Mr. Bonesteel; that that was all the conversation he had with Leach at that time upon the subject; that in the month of June or July, the following summer, Leach told deponent he had received his money from October or November until that time, and that he had been reappointed miller, and that Mr. Bonesteel could not help himself; that Leach did not tell deponent why Mr. Bonesteel could not help himself; that this was all the conversation between Leach and himself on this subject; that Leach left about the month of December, last year, and returned in February; that he (Leach) is not a miller; to his knowledge he is not a grist miller; that he (deponent) was at the mill, and Leach run the mill and did not get any flour; that the mill was out of order, and Captain Powell hired another man to fix the mill; that during the absence of Leach the mice had eaten the bolting cloths; that the same man employed by Mr. Powell dressed the millstones; that when Leach came first on the reservation he came as miller; that the mill is on Wolf river, and that the Wolf river was not frozen over until about six weeks after Leach left the first time; that the mill was started again in April of that year; that the mills run about six weeks after Mr. Leach left the first time; that the mills were run by Mr. Wilkins, the present carpenter; that he knows nothing against the agent, Mr. Bonesteel, nor Mr. Powell, the interpreter; but that the farmer, Haas, keeps in the barn all the horses of strangers who stay over night on the reservation. That Joseph M. Ostroph was present at the conversation between deponent and Leach, when Leach told him he had resigned; that Leach was angry at the time; Leach did not tell him with whom, but he was excited. That the conversation in which Leach told him he had all his money for the time of his absence took place at Leach's house; that there was no person present. That he has before seen the printed affidavit accompanying the memorial of this State to Congress exhibited now to him; that he made it at La Motte's house on the reservation; that not much took place at La Motte's house while he was present; that the Menomonee Indians were in council there at that time; that he had been instructed by the agent not to attend such councils, but that he did not know there was a council there; that

Joseph La Motte came for him, and told him the Indians would like to see him; La Motte did not tell him for what purpose; that when he reached La Motte's house he was told why he had been sent for; it was to testify about the miller; that there were some white persons from Shawano; their names are: Richmond, Hiram Wescott, Miller, Johnson, Charles Ambrose, Alexander, Mr. Gauthier; Kershaw and John Warrington were also present; that Kershaw did not address the Indians while he (deponent) was present; that he did not hear him speak to them while he was there; that Mr. Kershaw asked deponent whether he knew the miller was gone, and if he was acquainted with him. Kershaw was engaged in writing the affidavits printed in the above-named memorial exhibited to him. That he was not present at the council held a few days before that time, at the house of Carrow; that a few days before the council at La Motte's deponent was at a council at Shaw-wan-e-ke-sick's house. Kershaw, Gauthier, and Warrington were present at that council. At this council the Indians were speaking to Mr. Kershaw; that Gauthier and John Warrington interpreted between them; the most part of the conversation between them (the Indians and Kershaw) was about the Thompson and Erving claim, and about Haas; that he did not hear Kershaw speak to the Indians; he (deponent) was there only a short time; that he did not tell Haas that Kershaw said anything at either council; that he did not tell Haas that Kershaw had told the Indians at the La Motte council that they were men, and not children, and that if any persons on the reserve displeased them they had a right to turn them off of it, nor any words to that effect.

IGNATIUS WETZEL.

Witness:

L. GOLDSTUCKER, *German Interpreter*.

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 21.

Second deposition of Sho-ni-on.

STATE OF WISCONSIN, *County of Shawano, ss:*

Sho-ni-on, the second chief of a band of Monomonees, being duly sworn according to law, deposeth and saith: That he did not sign as a witness the application of Pe-po-ne-nee for a land warrant; that Sho-no-nee and Osh-ke-he-na-niew signed the application of Pe-po-ne-nee for his land warrant.

SHO-NI-ON, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter*.

WM. POWELL, *United States Interpreter*.

JOSEPH GAUTHIER, *Interpreter*.

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 22.

*Third deposition of Sho-ni-on.*STATE OF WISCONSIN, *County of Shawano, ss:*

Sho-ni-on, the second chief of a band of Monomonees, having been duly sworn, deposeth and saith: That Mr. Kershaw wrote an affidavit, which he signed, after last New Year's day, and that he intended to swear in that affidavit that there were *six* poor persons in his band, and not six *hundred*; that he received a land warrant last fall; that he did not get the warrant itself, but one hundred and twelve dollars in money from Mr. Bonesteel—one hundred and ten dollars paid to himself, and two dollars which deponent directed to be paid to Haas for pork, which he owed him for; that the application for his land warrant was made out a year ago last fall; that when he made his application no persons were present but Mr. Bonesteel, Mr. Tallmadge, and Mr. Powell interpreting.

SHO-NI-ON, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*WM. POWELL, *United States Interpreter.*JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,
Notary public.

No. 23.

*Deposition of Osh-ke-he-na-niew.*STATE OF WISCONSIN, *County of Shawano, ss:*

Osh-ke-he-na-niew, second chief of a band of Menomonees, having been duly sworn, deposes and says: That he was told by Shonion that he was wanted to testify before the special agent something about a land warrant of Pe-po-ne-nee; that Shonion had told him that he had testified that Pe-po-ne-nee, junior, was the son of Pe-po-ne-nee, senior; that he, the deponent, was present, he thinks a year ago last winter, at a council where applications for warrants were made; that Mr. Bonesteel, Mr. Tallmadge, here present, and Mr. Powell, were present; does not remember any other whites; that Shonion was present, and told Mr. Bonesteel, Mr. Powell interpreting, that the applicant, Pe-po-ne-nee, was the son of Pe-po-ne-nee, the warrior; that Mr. Powell told the Indians in this council that they must tell the truth; that if the applicant said he was a grandchild, or over twenty-one years of age, they could not get the land warrant; that he, the deponent, was a witness for Pe-po-ne-nee; that he swore that

he went with the warrior Pe-po-ne-nee from Green Bay and to the Black Hawk war; that Shonion and Shononee swore also at that council respecting this application of Pe-po-ne-nee; that Pe-po-ne-nee, the applicant, is the grandchild of Pe-po-ne-nee, the warrior; that he cannot reckon the time when Pe-po-ne-nee, the warrior, died, but that it was two years after the Black Hawk war, as he has heard; that he knows the name of the father of the applicant for the land warrant, (Pe-po-ne-nee,) that his father's name was Wau-pon-no; that he thinks that he has been dead about nine years; that he, the deponent, swore that Pe-po-ne-nee, the applicant, was the son of Pe-po-ne-nee, the warrior; that Shonion and Shononee told him that the applicant, Pe-po-ne-nee, was the son of Pe-po-ne-nee, the warrior; that when he swore in the council that he was the son of Pe-po-ne-nee, he did not know that he was not the son; he was brought there and called the son of Pe-po-ne-nee, but that since, by inquiry, he has found out that he was not his son; that at this same council Powell told the Indians that it was the widows and children who were entitled to land warrants; that grandchildren could not get land warrants, nor persons grown up; that Mr. Powell explained to him the paper to get the land warrant, which he swore to and signed. This was the application which was made by Pe-po-ne-nee for the land warrant; that when the boy, Pe-po-ne-nee, presented himself as an applicant for the land warrant, he did not hear Mr. Powell say anything; that Mr. Powell told the Indians in council at that time that the nephews of those who have been to the war could not get land warrants.

The deponent, Osh-ke-he-na-niew, further says that Powell told the Indians in council that if the applicants were adults they could not get land warrants.

OSH-KE-HE-NA-NIEW, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,

Notary Public.

No. 24.

Deposition of Mah-mah-ka-wet.

STATE OF WISCONSIN, *County of Shawano, ss:*

Mah-mah-ka-wet, a Menomonee Indian, being duly sworn according to law, deposes and says: That he thinks he is forty-five years of age; that he knows Pe-po-ne-nee, a Menomonee Indian; that he, deponent, was present at a council held in the school-house at Keshena a year ago last winter, just after New Year's; that Mr. Bone-

steel, the agent, was present, and Mr. Tallmadge, here present, and that Mr. Powell interpreted; that deponent heard some Indians at that council speak to Mr. Powell about Pe-po-ne-nee; he does not know who they were; that the speaker said that an applicant for a land warrant, named Pe-po-ne-nee, aged over ten years and under twenty-one, was the grandchild of Pe-po-ne-nee, the warrior; that Mr. Powell told them that they could not effect anything if they said he was the grandson; they must say that he was the son of Pe-po-ne-nee; this conversation was held in the council room; that Mr. Tallmadge was writing there at the time; that Mr. Powell was interpreting between Mr. Tallmadge and the Indians at the time; that he heard Mr. Powell tell Mr. Tallmadge that they were applying for Pe-po-ne-nee, a warrior in the Black Hawk war. When the applicant was sworn, Mr. Bonesteel and Mr. Tallmadge asked him whether he was going to apply for his father going to the Black Hawk war, Mr. Powell interpreting; that he answered that he was; that Mr. Powell told him, the applicant, that when he swore the Great Spirit heard him, and that he must tell the truth, and asked him if, when he said that his father went to the Black Hawk war, he told the truth; Pe-po-ne-nee answered that it was the truth; that he, the deponent, knows that Pe-po-ne-nee, the warrior, went to the Black Hawk war; that deponent went with him; that he does not know when Pe-po-ne-nee, the warrior, died; that he knew the name of the father of the applicant, but does not remember it; the applicant's father was not at the Black Hawk war; that he has heard that the boy received the land warrant, but did not see it; that he does not know who told him; that he, deponent, has not drank anything this morning; that he did not hear Powell say to the Indians that none could receive land warrants but those who were either the widows or children of those who had been to the war; that he, deponent, lately went to Powell and asked him to divide the money for a land warrant, belonging to a widow, with the wife of him, the deponent; that Mr. Powell told him that when an Indian warrior had two wives that they should both unite in the application for the warrant for his services; that Mr. Powell did not give him any money for his wife, as he had requested; that Mr. Powell told his wife that if the woman herself who was entitled to the money would come and tell him to give her, the deponent's wife, a part of it, he would do so; that his wife, the deponent's, was also the widow of the person for whose services the land warrant had been given; that he afterwards came to Mr. Powell and told him that he ought not to have told his wife that she was entitled to a part of the land warrant money; that he asked Mr. Powell to go with him to Morse's and become responsible for him for provisions for the amount of ten dollars, which deponent expected would be paid out of the land warrant money he has before spoken of; that Mr. Powell refused to go with him to Morse's.

MAH-MAH-KA-WET, his + mark.

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

Witnesses :

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

No. 25.

Deposition of Talbott Prickett.

STATE OF WISCONSIN, *County of Shawano, ss:*

Talbott Prickett, a resident of said county, formerly a resident trader on the Menomonee reservation, being duly sworn, deposes and says : That he thinks that a year ago last summer he had a conversation with the United States Indian agent, Mr. Bonesteel, about Mr. Haas, the farmer, trading with the Indians. Deponent and Mr. Cavert, also an Indian trader residing on the reservation, complained to him that Haas was trading with the Indians ; that Mr. Bonesteel assured them, in reply, that he would see that Mr. Haas did not do so any more ; and that subsequently (he thinks it was going down the river) Mr. Bonesteel told deponent that he had spoken to Haas, and told him that if he did not discontinue trading with the Indians he would immediately discharge him. To the personal knowledge of deponent Haas has purchased furs of the Indians with money. This was after the deponent had spoken to Mr. Bonesteel. The deponent thinks the purchase was made by Haas with money left with him by Strauss, a fur dealer, then of Milwaukie, now of Menomonee ; that he, deponent, never told Mr. Bonesteel that he, Haas, bought furs ; that he had but one conversation with Mr. Bonesteel about Haas's trading with the Indians, and that he does not know that Mr. Bonesteel had any knowledge of Haas's trading with the Indians ; that at the Indian councils, previous to the payment of their annuities, he heard Mr. Bonesteel tell the council that if any of the traders took their money away from them, or any other persons did so, they should come and tell him ; that he had no favors to ask of the traders, and none to grant them ; that a year ago last fall, at the payment which he offered to make of their annuities, he, Mr. Bonesteel, told the Indians the sum which he had to pay them, namely, \$19,325 ; that the balance of the \$20,000 annuity had been paid, at Washington, to two persons whom he named to them—Mr. Demars and Colonel Fuller ; that the Indians at that time refused to take the money tendered to them by Mr. Bonesteel in council, saying that some of their money had been spilled on the way ; that the chiefs requested Mr. Bonesteel to allow them to sell some of their lumber to enable them to finish their church ; and further requested Mr. Bonesteel would find some person who would furnish, for lumber, supplies to enable them to finish their church ;

that Mr. Bonesteel asked deponent whether he wanted to purchase any lumber in that way ; that deponent answered that he did ; and that Mr. Bonesteel thereupon told him to make out his, deponent's, bill for lumber to the amount he wanted ; that he, deponent, accordingly made out a bill for lumber to the amount, as he believed, of about twelve thousand feet, which deponent gave to Mr. Powell, who gave it to Mr. Leach, the miller, to saw out ; that deponent furnished supplies to the Indians for completing their church, upon orders of Mr. Powell, from time to time, as they were wanted ; that deponent has not settled this account, and does not know in whose favor the balance lies. This transaction took place a year ago last fall ; that two years ago last winter Mr. Bonesteel let out contracts to different individuals of the Menomonee tribe to get out logs for the mill ; that one of these contracts was so let to an Indian named "Joe Tucker ;" that Joe Tucker bought supplies of deponent to enable him to perform his contract ; and, in the spring of that year, did not receive money enough to pay deponent for the supplies so furnished him ; that Joe Tucker told deponent that he had got out more logs than he had contracted to do ; and that Mr. Bonesteel told deponent that such was the fact, and that if any money came into his hands applicable to such purpose he would pay Tucker for what logs he had got out over his contract. It run along until last fall, when Joe Tucker came to deponent and told him that he had no money to pay him, but that Mr. Bonesteel told him he might sell the lumber manufactured from the excess of logs in his contract, the mill retaining one-half of it to compensate for the sawing. Deponent agreed to take the lumber ; that "Joe" went to the agency office, and that Mr. Powell came over with him to the store of the deponent ; that Powell told deponent that Mr. Bonesteel had directed him to tell him that he could not have all the lumber at once, but might have a little, from time to time, as it could be spared ; and that, after the Indians got through in the fall using lumber, deponent might have all that was left at the mill ; that the deponent agreed to this arrangement, and accordingly got a little, from time to time, as his necessities required, to the amount of some three or four thousand feet ; and that in the fall there was no lumber left at the mill for him to receive ; that Joe Tucker still owes deponent the difference in amount of lumber between what he received as above stated and eighteen thousand feet, the amount due him by Tucker. The orders given deponent were drawn by Powell in favor of Tucker ; that deponent was to allow Tucker seven dollars per thousand to apply on his account ; that there is still a running account between Tucker and deponent ; that when deponent received the lumber last fall he had no settlement with Tucker ; that there was a memorandum in the hands of deponent, given to him by said Tucker, stating that there were eighteen thousand feet of lumber due said Tucker, which memorandum he, the deponent, returned to said Tucker at his request. This memorandum was exhibited to Mr. Powell whenever deponent wanted lumber due Tucker, and Mr. Powell gave him an order in favor of Tucker, and indorsed the amount on the back of the memorandum ; that he authorized the return of the memorandum to Tucker, because Tucker told him that he expected to

be called to be a witness at the present investigation, and wanted to know how much lumber he had received ; that the deponent knows of no instance where the money of an Indian has been taken away by force at the annuity payments ; that he has seen no difference in the manner of making the annuity payments by the present agent and by previous agents.

TALBOTT PRICKETT.

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,

Notary Public.

No. 26.

Deposition of Joseph M. Ostroph.

STATE OF WISCONSIN, *County of Shawano, ss :*

Joseph M. Ostroph, being duly sworn according to law, deposeth and saith : That he has resided three years on the Menomonee reservation the twentieth of last March ; that for the first six months and a half of his said residence he was the school teacher, since which he has been the postmaster. That he was school teacher alone for the first three months of his said residence ; for three months and a half after which he was both school teacher and postmaster ; after which he was postmaster only. That he was present at a council held by the Indians with Mr. Bonesteel, the Indian agent, a year ago last fall ; that at that council the Indians requested Mr. Bonesteel to get for them permission to go to Washington, and that at that time the Indians refused to receive their annuity money. That Mr. Bonesteel, in answer to their request, told the Indians that he would do all in his power to get them permission to go to Washington. That he heard Mr. Bonesteel say, after the council, to some person on the street, whose name is unknown to deponent, that the Indians should not go to Washington while he was agent, in the way they wanted to go ; that he never spoke about this conversation to the Indians, but that a long time after he told it to Gauthier. That at the time Mr. Bonesteel made the remark he has stated, deponent told Mr. Bonesteel that he had better compromise with the Indians and pacify them ; that he, deponent, does not remember whether Mr. Bonesteel did or did not ask his advice on that occasion. That on the same day, or the next day, Mr. Bonesteel called another council ; that deponent was not present at the council, but that Mr. Bonesteel, after the council, told the deponent that the Indians still adhered to their determination not to receive their annuity money. That what he, deponent, meant by telling Mr. Bonesteel, as he has before stated, namely, that he, Bonesteel, "had better compromise with the Indians and pacify them," that he had better compromise with them and pacify them, that they might receive their annuities and not go to Washington ; that the same day Mr. Bonesteel told him, the depo-

ment, that he would do all he could to get the Indians a permit to go to Washington; that he knows the manner in which the male school has been conducted on the reservation for the last three years; that he, the deponent, lived nearly opposite to the school-house; that the children, most all the time, would come to the school-house, and there would be no teacher; that this has been the case for the last three years; that for the last three months the schools have been kept pretty well; before the last three months he has often seen the children and full-grown Indians playing cards in the school-house; that when the school teacher would come, he came about half-past ten or eleven o'clock; that he has been frequently at Shawano during the absence of the teacher from the school, at one time a whole week, and has seen the teacher there trafficking, buying and selling lumber and bricks, and in painting, and electioneering for two whole weeks; that the only one time, at which time he kept his school properly, and opened it at nine o'clock, was last summer, when Mr. Bonesteel was on the reservation; that the time each year in which the school was kept would make two months; that during these three years Dr. Wiley kept the school part of the time, and the rest of the time it was kept by Mr. Andrews. That last fall, about the month of December, he, the deponent, presented a bill to Mr. Haas, at his request, for glass, putty, nails, and candles, and other things furnished by deponent from his store to Samuel Leach, the miller, for the use of the mill; that Mr. Haas gave him, the deponent, a blank voucher to sign, no amount filled up in the voucher; that deponent objected to sign it for that reason, but nevertheless did sign it; that Mr. Haas said he had not time to do it, that he was in a hurry to go to Fond du Lac for the money; that this took place in the evening, and that Haas left next morning; that the amount of this bill was between nine and ten dollars; that Leach, the miller, left the reservation a year ago last fall, in November; that he heard Leach say at the house of the blacksmith, Ignatius Wetzel, the day before he left, in the presence of Wetzel and his wife, that he had resigned; that Leach came into his, deponent's, store the day after, and told him, the deponent, the same thing, and called Mr. Bonesteel all sorts of names, and that when he went to Chilton he was going to "fix him;" "that there was a man there above Mr. Bonesteel, who held him by the hair; that he was going to 'salt down Mr. Bonesteel;'" that Mr. Leach was angry; that he said Mr. Bonesteel had insulted him, and that he had resigned; that he does not remember that Mr. Leach told him how Mr. Bonesteel had insulted him. That Mr. Leach returned to the reservation the following March, and told deponent that he had been re-appointed. That he, deponent, received the amount of his bill against the mill in full from Mr. Haas on his return from Fond du Lac; that deponent did not see the voucher previously signed by him in blank at the time he was paid, and has never seen them since; that the first spring Mr. Bonesteel came into office he, the deponent, saw William Powell put his name to blank vouchers (over a dozen) opposite the printed word "interpreter" on the vouchers, and that on these vouchers so signed there was no other writing. That Mr. Bonesteel, two years ago, came to the post office and told deponent, then post-

master, that if a letter came to his office addressed by Mr. Slingerland, the Stockbridge minister, to the Commissioner of Indian Affairs, to retain it ; that no letter came, but about two weeks afterwards a letter came, and that he, deponent, retained it, because there were only three cents paid upon it ; that subsequently he, deponent, saw Mr. Slingerland, who paid him three cents more, and he transmitted it to the distributing office at Chicago. That he, deponent, has seen Haas, the farmer, receive six shillings from a teamster for his board and lodging, and four shillings for oats and hay to his horses, kept in the Indian barn. Deponent saw the money paid and received in Haas's house. That he has seen Haas, the same year, namely, a year ago this spring, sell potatoes out of the "root-house" to Indians for sugar. That Haas told him, deponent, that he had sold twenty bushels of the potatoes belonging to the Indians for sugar ; that he told deponent that he was going to Shawano to get potatoes to replace them ; that whether he did or did not replace them he does not know. That he, deponent, complained to Mr. Bonesteel, at Fond du Lac, that Haas was trading with the Indians ; that he made this complaint because he, deponent, had moneys due him by the Indians for goods furnished from his store, and that he could not get his money from the Indians when Haas got it. That when Mr. Bonesteel discharged him, deponent, as school teacher, he gave him, deponent, a written license to trade with the Indians, for which deponent paid Mr. Powell twelve shillings ; that he believes it was a license to trade for one month ; that he never had this license renewed in writing ; that deponent has traded with the Indians ever since ; that at the expiration of his written license he, the deponent, asked Mr. Bonesteel to give him another license ; that Mr. Bonesteel told him he would not require a written license as long as he, deponent, remained decent. That Mr. Bonesteel told him, deponent, at Fond du Lac, when he complained of Haas's trading, that he was jealous of him, because he was making a little money. That while he was keeping school he did not keep store. That he had been hired by Mr. Huebschman as school teacher for two years, and that Mr. Bonesteel discharged him "without any cause or provocation ;" that deponent was angry at being discharged, but that Mr. Bonesteel promised to allow him to trade with the Indians ; that this trade is not as profitable as teaching school ; that he was not angry at this, but might have given him a "cuss" or two sometimes ; but that he never spoke to the Indians about him ill, but rather in his favor. That the reason that the Indians refused to receive their money the year ago last fall was because there was a deficiency in the amount. Mr. Bonesteel told the Indians of this deficiency in council ; that Mr. Bonesteel told them how much had been kept out, and how much he had to pay them. That Dr. John Wiley was the first school teacher appointed for the Menomonees after deponent was discharged ; that Wiley taught little over a year—a year and a half perhaps ; that Wiley resided on the reserve next to the school-house ; that Teacher Wiley was a good deal of his time at Shawano, and, when on the reserve, did not teach all the time, and opened the school, when he did teach, at about ten or eleven o'clock ; that no cards were played in the school-house while

Wiley was teacher; Orlin Andrews was the next teacher; it was during his time that cards were played in the school-house; that Andrews taught over a year—thinks he left last December; Mr. Bonesteel discharged him. That he, deponent, wrote a letter to Mr. Bonesteel, about two months back, telling him that when another agent was appointed he, deponent, would get the school back “in spite of him,” or “no thanks to him;” that he, deponent, had been always on his side privately and publicly with the Indians and others; that he also wrote in that letter that he, the deponent, did not think he, Bonesteel, was the man who had signed a paper against him to the Postmaster General. That Mr. Bonesteel did not ask him, deponent, to see the letter of Mr. Slingerland, which he, the deponent, had kept back in his office for deficiency in the postage, as he has before stated; this letter, to the best of his recollection, was deposited in the post office a year ago last summer; that he does not recollect the month. That Mr. Bonesteel came to him, after he was discharged as school teacher, and brought with him the marshal from Fond du Lac, and said to deponent that he should have the school back, and took the marshal to witness that he would keep his promise. That deponent wrote to Mr. Bonesteel, stating to him that Mr. Slingerland had posted a letter against him, Bonesteel, to the department at Washington, and asking Mr. Bonesteel, in that letter, whether he, deponent, should retain it; that deponent received no answer from Mr. Bonesteel to this letter; that there was no letter in the office at that time; that he, deponent, wrote the letter merely “to catch Mr. Bonesteel” in his attempt to seduce him, the deponent, three months before, from the duties of his office, in asking him to retain a letter from Slingerland; that he, deponent, does not remember anything more of the contents of his letter to Mr. Bonesteel. The letter of Mr. Slingerland, that he testified he retained for the postage, was detained until the following mail after it was posted; that he knows it was from Mr. Slingerland from the handwriting of the address. That he has frequently received from the postmaster at Shawano the mail for his, deponent’s, office; that the last time he thus received the mail for his office was about two months ago, more or less. That deponent, as postmaster, distinguished between letters addressed to the department at Washington, as to whether they are on public or private business, by his personal knowledge of the writers, or by the words “official business” marked thereon; if not so marked, or if he does not know the writer, he retains them for want of payment of the postage; that if the letter is marked on “official business,” he, the deponent, transmits such letter, whether he knows the writer or not. That the affidavit of the deponent, exhibited to him, printed in the pamphlet containing the memorial of this State to Congress, and numbered therein “27,” was made by deponent at the house of La Motte, the Menomonee chief; that the Indians were engaged there making statements, which were put down by Mr. Kershaw, Gauthier interpreting; that at the next time he, the deponent, was at La Motte’s house, he, the deponent, saw the Indians signing affidavits read by Mr. Kershaw, and interpreted piece by piece to the Indians; that deponent did not see any alterations made by Mr. Kershaw in the affidavits during

their interpretation to the Indians; that he only heard the Indians say "yes;" that, at the first council at La Motte's, the Indians said to Mr. Kershaw, through their interpreter, Gauthier, that they wanted him to go to Washington with them and do good for them, and heard Mr. Kershaw say that he would go with them and help them to see the Commissioner, and try and do all he could for them, and protect their money, "what Thompson claims," and to try and get provisions for them; that, at the second council at La Motte's, he did not hear Kershaw address the Indians, nor at any other place; that he never heard Wetzel nor any other person, Indian or white man, say that Kershaw had addressed the Indians.

And the deponent further says that the letter which he has heretofore spoken of as having been written by him to Mr. Bonesteel last month, telling him therein that when another agent was appointed, he, the deponent, would have the school back again, "no thanks to him," that he, the deponent, wrote this letter to Mr. Bonesteel because he had so often "fooled him" in frequently promising him to reappoint him teacher; and that but for these repeated promises of Mr. Bonesteel he, the deponent, would long ago have left the reservation. That he, deponent, has never had any assurances from any person that he should be reappointed teacher when another agent was appointed; that Mr. Bonesteel told him, deponent, in conversation, that he could not reappoint him teacher, because Mr. Powell had told him that if he did reappoint him Mrs. Dousman, the female teacher, "would be mad;" that another time Mr. Bonesteel told him, the deponent, last summer, that it had been reported to him that he, deponent, had sold liquor to the Indians, which deponent denied, saying that he had not given liquor to Joseph La Motte, as Mr. Bonesteel told him he had been charged.

JOSEPH M. OSTROPH.

Subscribed and sworn to before me this 11th day of April, 1860.

GEO. B. EDMONDS, *Notary Public*.

The sheets composing this deposition were attached and sealed in my presence at the time of the execution thereof.

GEO. B. EDMONDS, *Notary Public*.

APRIL 11, 1860.

No. 27.

Deposition of O-shaw-wau-kah.

STATE OF WISCONSIN, *County of Shawano, ss:*

O-shaw-wau-kah, an Indian of the Menomonee tribe, being duly sworn according to law, deposes and says: That he has received a land warrant for the services of his father in the "Sacs war;" that he received it last fall after the annuity payment; that he did not

get the warrant itself, but the money for it from Mr. Bonesteel; the amount he received for it was one hundred and ten dollars; that Mr. Bonesteel paid him at first thirty-five dollars; that Mr. Bonesteel paid Mr. Cown forty-five dollars; that he did not ask Mr. Bonesteel to pay it; that he told Mr. Bonesteel that he wanted more than the thirty-five dollars he had given him; that he wanted it to pay his debts to Mr. Cown, the trader; that thereupon Mr. Bonesteel stepped to the door of the agency office, and called to Mr. Cown who was standing in the road; that Mr. Cown came into the office, and that Mr. Bonesteel asked deponent how much he wanted to give Mr. Cown; that he told Mr. Bonesteel that he wanted to pay Mr. Cown forty-five dollars, whereupon Mr. Bonesteel gave Mr. Cown forty-five dollars; that he received his money after payment and before the river froze over; that he does not know that Mr. Powell paid him two dollars and a half in addition to the one hundred and ten, received by him for his warrant; that Mr. Bonesteel did not tell him the price that warrants would bring at that time, nor does he remember that Mr. Powell told him the price that warrants would bring at that time; that Mr. Bonesteel did not hand the forty-five dollars paid to Cown to deponent, and that deponent did not himself hand it to Cown. And further deponent saith not.

O-SHAW-WAU-KAH, his × mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 11th day of April, 1860.

GEO. B. EDMONDS, *Notary Public.*

No. 28.

Deposition of Sho-no-nee.

STATE OF WISCONSIN, *County of Shawano, ss:*

Sho-no-nee, a head chief of a Menomonee band of Indians, having been duly sworn according to law, deposes and says: That he knows Pe-po-ne-nee; that he was at the council where his papers were made out for him to receive a land warrant; that Mr. Powell interpreted; that he, deponent, was sworn and touched the pen for Pe-po-ne-nee; that he stated what relation the applicant was to the warrior Pe-po-ne-nee, just what was told him to say; that he said Pe-po-ne-nee was the child of the warrior; that he, deponent, came here to say but one thing, and that he would not answer any more questions.

SHO-NO-NEE, his × mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 12th day of April, 1860.

GEO. B. EDMONDS, *Notary Public.*

No. 29.

*Deposition of William C. Frederick.*STATE OF WISCONSIN, *County of Fond du Lac, ss :*

William C. Frederick, being duly sworn, deposes and says: That he resides in Oshkosh, and has been a resident therein for the last three years; that his business for that time has been flouring—that is, making flour and merchandising; that on the first day of February, one thousand eight hundred and fifty-nine, the selling price at wholesale was two dollars and sixty-two and a half cents per sack; that on the fourth day of the same month the deponent sold thirty-two sacks of “superfine spring wheat flour” at two dollars and twenty-five cents per sack; that on the sixteenth day of February, in the same year, he sold six sacks at two dollars and sixty-two cents per sack; that on the twenty-fourth day of February the firm of which deponent is a partner sold to him, deponent, one hundred sacks of flour at two dollars and sixty-two cents per sack; that deponent purchased twenty-four sacks from other parties at the same date, at the same price.

WILLIAM C. FREDERICK.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

Notary Public, Fond du Lac County, Wisconsin.

No. 30.

*Deposition of E. R. Ferris.*STATE OF WISCONSIN, *County of Fond du Lac, ss :*

E. R. Ferris, being duly sworn, deposeth and saith: That he has resided in Fond du Lac for twelve years; that he has been engaged in the grain and flour business during the year eighteen hundred and fifty-nine; that about the first day of March, in said year, he sold flour at three dollars and a quarter per sack, wholesale and retail; that he, deponent, could not buy at that price; that the price of flour rapidly advanced after the date aforesaid to the price of four dollars per sack.

E. R. FERRIS.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

Notary Public, Fond du Lac County, Wisconsin.

No. 31.

*Deposition of J. A. Paige.*STATE OF WISCONSIN, *County of Fond du Lac, ss:*

J. A. Paige, a resident of Oshkosh, in said State, being duly sworn, deposeth and saith: That he has resided in Oshkosh for four years from the first day of May next; that he has been engaged in general business—that of dry goods and provisions. The cost to deponent on the eighteenth day of January, eighteen hundred and fifty-nine, of heavy mess pork, delivered at Oshkosh, was sixteen dollars and sixty-six cents; that on the thirtieth of March, in the same year, the cost price, delivered at Oshkosh, was eighteen dollars and sixteen cents; that he, the deponent, estimates the profit at about one dollar per barrel for pork during the periods above mentioned; that he, deponent, does not know the price which he asked for pork during the period aforesaid; that on the nineteenth day of January, in the same year, deponent paid for flour, delivered at his store in Oshkosh, two dollars and twelve and a half cents; that the price at which deponent sold flour at the dates above mentioned was about one shilling advance on the said price; that on the eleventh and fourteenth of the month of February, in the same year, the price paid by deponent for flour, delivered in deponent's store at Oshkosh, was two dollars and sixty-two and a half cents per sack; that on the twenty-eighth day of February, in the same year, deponent paid for flour two dollars and seventy-five cents per sack; that on the second day of March, in the same year, the same price was paid for flour by deponent; that on the twenty-eighth of the same month and year deponent paid for flour two dollars and eighty-seven cents per sack; that the quality of the flour respecting which he testifies was "extra superfine flour," made from "spring wheat."

JOHN A. PAIGE.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

Notary Public, Fond du Lac County, Wisconsin.

No. 32.

*Deposition of John Marshall.*STATE OF WISCONSIN, *County of Fond du Lac, ss:*

John Marshall, being duly sworn according to law, deposeth and saith: That he is in the grain and provision business; that he was engaged in said business in the month of January and February, in the year one thousand eight hundred and fifty-nine. On the 18th January the price of superfine flour, generally called "poor-house flour,"

at which deponent sold, was two dollars and thirteen cents per sack; at that time the best white winter wheat flour was selling at two dollars and seventy-five cents per sack; that the best spring wheat flour was selling in Fond du Lac at two dollars and twenty-five cents per sack; that on the seventeenth day of February the price was for the best spring wheat two dollars and sixty-two and a half cents per sack; the price on the twenty-first was three dollars and one shilling; that until the first day of March flour rose about one shilling higher; that the price of flour did not fluctuate beyond that price during the month of March materially.

JOHN MARSHALL.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

Notary Public, Fond du Lac County, Wisconsin.

No. 33.

Deposition of D. W. Smith.

STATE OF WISCONSIN, *County of Fond du Lac, ss:*

D. W. Smith, being duly sworn according to law, deposeth and saith: That he resides in Fond du Lac, Wisconsin; has resided therein since the fall of eighteen hundred and fifty-two; has been engaged in the grocery and provision business and staple dry goods business; that from the last of February until the first of March the market price of flour in the street was from three dollars to three and a quarter dollars per sack; the price of flour fluctuated during that period; that on the eighth day of February the deponent purchased flour at two dollars and seventy-five cents per sack; that on the fifteenth of the same month he purchased flour at three dollars per sack, and on the twenty-fifth and twenty-eighth at three dollars and a quarter per sack.

D. W. SMITH.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

Notary Public, Fond du Lac County, Wisconsin.

No. 34.

REBUTTING TESTIMONY.

Deposition of Jeremiah Slingerland.

STATE OF WISCONSIN, *County of Shawano, ss:*

Jeremiah Slingerland, minister of the Gospel on the Stockbridge reservation in said State, being duly sworn, deposeth and saith: That he has resided on the Stockbridge reservation, in said State, for a little

over two years; that he is the only person of his name who officiates as minister of the Gospel on said reservation, or has officiated there in that capacity during his residence; that to his knowledge he has never written a letter since he has resided there addressed to the Commissioner of Indian Affairs or to the Indian department, directly nor indirectly; nor has he any recollection of ever having during that time addressed or directed any letter or package to the Commissioner of Indian Affairs or to the Indian department in his own handwriting for any other person; that, to his recollection, he never placed or caused to be placed in the post office, at Keshena, on the Menomonee reservation, any letter or package so addressed; and that to his recollection he never ascertained that a letter posted by or for him in said post office had been kept back because the postage had not been paid in full, and upon which he paid to the postmaster, Joseph M. Ostroph, three cents additional for its transmission; that his testimony hereinbefore given, as to the letters or packages spoken of, is intended to apply to the time he has resided on the Stockbridge reservation, and to the period that Joseph M. Ostroph has been postmaster at Keshena, on said Menomonee reservation; that he has not during that time addressed any letter or package to any department of the government at Washington, to the best of his recollection.

JEREMIAH SLINGERLAND.

Subscribed and sworn to before me this 11th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

I certify that the word "two" which appears to be altered, in the seventh line on the first page of this deposition, was altered previous to the execution thereof; also the words "nor indirectly" were interlined previous to the execution of this deposition, on the fourteenth line thereof.

GEORGE B. EDMONDS,
Notary Public.

APRIL 11, 1860.

No. 35.

Deposition of Eli Williams.

STATE OF WISCONSIN, *County of Shawano, ss:*

Eli Williams, an educated Indian of the Stockbridge tribe of Indians, being duly sworn according to law, deposes and says: That he resides on the Stockbridge reservation in said State; that he has resided therein a little over three years; that he knows Joseph Wa-pau-nash-cum, a Menomonee Indian; that he last saw him on Friday last, on the road a little this side of Mr. Prickett's; that at that time Wa-pau-nash-cum went into Mr. Prickett's house, and that he, deponent, came on to Keshena; that deponent next saw Wa-pau-nash-cum at his house near

the church which is in Keshena; that he, deponent, went into his house with him; that he, deponent, was only a few minutes in Wa-pau-nash-cum's house; that deponent left his house, and that on his way home, in company with Darius Charles and two women, Wa-pau-nash-cum overtook deponent a little way beyond the village of Keshena and went two-thirds of the way to his, deponent's, house, with him; that Wa-pau-nash-cum then got out of the wagon in which they were riding together, where there were some Menomonee Indians a little piece from the road, and that deponent then went on home, leaving him there; that the same night, after midnight, Wa-pau-nash-cum came to deponent's house and stopped there all night and left in the morning; that during the night, soon after he came, he asked deponent whether he knew anything about the spilling liquor in the back room of the store of Cavert, the Indian trader, at Keshena; that deponent answered he did; whereupon Wa-pau-nash-cum told deponent that the Menomonees had picked him, Wa-pau-nash-cum, out with three others, to testify about it, and that he did not like to do it himself, and told deponent that the Menomonees would like him, deponent, to come down and testify what he knew about the liquor; that if he, deponent, would come down he thought that the Menomonees would pay him, deponent, well, perhaps five dollars, perhaps ten, and perhaps fifteen dollars; that deponent told him, in answer, that he could not do it; that he could not do them any good because he knew how that liquor came there; that Wa-pau-nash-cum asked deponent who brought it there, and that he told him Daniel Toucy; that in the morning, just before daylight, he asked deponent whether any of his folks could testify anything about the agent, to which deponent answered he guessed not; that Obadiah Gardner told deponent to reach Wa-pau-nash-cum a jug of whiskey, which was in the wagon at the time deponent met him at Mr. Prickett's house; it was not deponent's whiskey; that deponent did not sell Wa-pau-nash-cum a bottle of liquor at his, deponent's, house during the night, nor when he came away in the morning; that he asked deponent for liquor, and deponent refused, that he could not let it go; that he saw Wa-pau-nash-cum at his own house that day put liquor into a bottle; that deponent did not himself buy any liquor that day.

ELI WILLIAMS.

Subscribed and sworn to before me this 11th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 36.

Deposition of William Powell.

STATE OF WISCONSIN, *County of Shawano. ss:*

William Powell, United States interpreter at the Menomonee agency, in the said State, being duly sworn according to law, deposes and says: That on Wednesday, the 4th day of April instant, Sho-no-nee,

who had on that day been sworn and testified in the matter of the investigation of the official conduct of A. D. Bonesteel, as Indian agent of the Menomonees, told him, the deponent, in answer to his, deponent's inquiry why he, Sho-no-nee, had first told the truth during his examination as a witness and afterwards retracted it, as he, deponent, had always considered him an honest man; that the reason he had changed his testimony was because he was afraid of his people, and that they had scolded him; that he, deponent, has acted as United States interpreter for the Menomonees on their present reservation ever since his appointment by the agent, A. D. Bonesteel—he thinks from the twelfth of October, eighteen hundred and fifty-seven; that he has resided on the reservation, as soon as he could get his family here, to the present time; that Agent Bonesteel resided on the reservation from about the time of his, Bonesteel's, appointment, until the month of May or June following, until he removed under the instructions of the Indian department to Fond du Lac; that he, deponent, has been interpreter for three or four agents, by appointment, as United States interpreter, prior to his appointment by Mr. Bonesteel; and that he thinks that Mr. Bonesteel has been kinder to the Indians than any other agent whom he has officiated under; that his uniform treatment of the Indians during his agency has been kind—"always ready to accede to their requests;" that he has granted them many favors which he was not obliged to do as agent; that he, deponent, has attended all the annuity payments made by said agent to the Menomonees; that after the pay-roll was completed, he, the said agent, would call the Indians to a council in the school-house, and announce to them that the pay-rolls were made out, and that he was ready to pay them; that he had not yet closed the pay-roll, and that if any names had been omitted the chiefs of each band should tell him; that he was accustomed to call up the chiefs of each band, repeat the names on the roll, and add such names as they told him had been omitted; that when the chiefs would say that they thought he had got all the names and omitted none, he, the said agent, would state the amount of money which he said the Commissioner had sent to pay them; that most generally the Indians would be the first to ask how much they were to receive per capita; that the said agent would tell them how much it was per capita; that after the payment per capita, there would be a certain amount of fractional money left, the amount of which he named to them, which would be divided among the chiefs after the payment; that the said agent would then tell them that if they were ready to receive their money he was ready to pay them; that in a good many instances the Indians would ask that the payment might be postponed until the next day for fear that they might have omitted some names, and might have time to reflect; and that such postponement had been granted by him always, but that the hour when they should again assemble to receive their money was always stated to them; that the next day, before he commenced to pay them, he would tell them he had a few words to say to them; that he would then tell the chiefs that they should advise their young men to be honest and pay their just debts to the traders on the ground, living among them; and if any of the traders or any others of the whites should take any

of their money by force they should come and report it to him, and that they should be attended to ; that he, the agent, had no favors to ask of the traders and none to grant, after which he, the said agent, would commence to pay them off, calling the bands in rotation, requesting that all the chiefs would remain during the payment ; that at the payments all the money to be paid them, after having been counted at the agency office, was carried generally by deponent and Farmer Haas to the pay table in the school-house ; it was all brought in a box containing different compartments for the several denominations of coin, and all exhibited to the council ; and that they were told that all their money was there, and that they were at liberty to get any of their friends to count it and see that it was correct ; that no complaint has ever been made to deponent by Shomin and Keshena that the money of any Indian had been taken from him by force, nor to the agent through him, the deponent.

That the recollection of deponent as to the Cavert order given by O-ka-ma-sha is not very distinct ; but that his recollection is that O-ka-ma-sha came to the agency office and told deponent that he could not stay for the payment ; that he had been hired by some white man ; that he wanted his money to be paid to Cavert if he was not here to receive it himself ; that deponent told him, in answer, that he would tell the agent of his request. That O-ka-ma-sha went out, and immediately afterwards Cavert came into the office—deponent does not remember if O-ka-ma-sha was with him—and asked if he had requested that his money should be paid to him, Cavert ; that deponent answered that he had ; that his, the deponent's, impression is, but he will not be certain, that he came back with Cavert into the office with the order, and that the understanding was that the money was to be paid over to Cavert. That when his, O-ka-ma-sha's, name was called, during payment, from the roll of the band to which he belonged, it was announced by his chief that he was absent ; that when the payment of those present had been completed, and the agent, according to custom, called over again the names of the absentees, it was announced that O-ka-ma-sha was then present ; that the agent then directed the chief of his band to call him and have him brought in ; that he came in, and Mr. Bonesteel counted out the money that was due to him, and told him to "touch the pen ;" at that time deponent reminded the agent that there was an order in favor of Cavert, which O-ka-ma-sha had spoken to deponent about before he went off ; that Mr. Bonesteel replied that he was very glad deponent had reminded him of it, as he had forgotten all about it ; that Mr. Bonesteel then looked among the papers before him and found that there was such an order, and stated to O-ka-ma-sha the amount of the order, and to say if it was right, and if so, to "touch the pen ;" that he then "touched the pen ;" that after he had done so he, Mr. Bonesteel, told him he had not the change, but that if he would come down to the office he would pay him the balance due to him ; that Mr. Bonesteel retained the amount of the order for Mr. Cavert ; that deponent did not see Cavert in the council house at that time ; that O-ka-ma-sha made no objection when Mr. Bonesteel explained it to him, and told him, "if it was right, to touch the pen ;"

that, to the best of deponent's recollection, this transaction took place a year ago last fall, and that, upon further recollection, he knows that it was at that time.

That a year ago last fall a horse was brought to deponent with a message from George F. Wright, of Oshkosh, requesting him, deponent, to take care of him until called for, and that he, Wright, would either pay for or replace the hay and oats which the horse consumed, and that deponent in the meantime might make use of him; that deponent asked Farmer Haas if there was room in the barn for the horse, and that he replied that there was; that deponent asked Haas if he would not lend him some of the oats he had in the barn to feed the horse; that Mr. Haas said he would, but that he did not like to do it, as the Indians would find fault with it; that deponent replied to Haas that he "might rest easy on that score," as the oats should be returned; that Mr. Haas asked deponent how much he wished he should be fed; that deponent does not remember how much he told him, but that he told Haas to "keep track of it," that he might know how much he would have to replace; that when the horse was taken away deponent asked Haas how much oats he had had, and that Haas told him; that some time during that winter deponent went to Oshkosh, and on his return brought the amount of oats which Haas told him the horse had consumed, and replaced it; that the same fall, some time before the horse came, he, deponent, brought two tons and a half of hay—this was the amount he paid for; that he bought the grass standing, and had it cut; that this hay had been cut early, and about that time Haas was threshing for the Indians at or near the barn with a two-horse threshing machine, and was out of hay about that time; that the nearest hay he had was about six or seven miles from here, Keshena; that deponent told Haas that he might use the hay, as his, deponent's, "cows were running out;" that as the hay was near by, he, Haas, might have it hauled, and return thereafter to deponent the same amount of hay; that Mr. Haas thanked deponent, and said it would be a great accommodation to him, and that he would return it; that Haas sent for the hay, and had it hauled to the barn; that when the time came for the deponent to feed his cows, he told Haas to let him know when they had consumed the amount of hay he had loaned to him, and that then he, deponent, would feed his cows separately; that Mr. Haas told deponent when his, deponent's, cows and the horse of Mr. Wright, above mentioned, had about consumed the amount of hay due as aforesaid to deponent; and that although Mr. Haas told him at the same time that he did not think deponent had quite all that was due to him, yet deponent at once removed his cows from the barn, the horse having been taken away before, having been kept in the barn only two or three weeks; that the deponent purchased the hay standing, as aforesaid, from a half-breed Menomonee woman living on the reserve, who is a widow, who lives with her mother, an annuitant; and that the marsh from which the hay was cut is near the residence and contiguous to the field of the said widow and her mother; that the mother, the annuitant, was present at the purchase and sale of the grass from which the hay spoken of before was made.

That he, deponent, in the summer of 1859, had frequent occasion to see the fields of the Menomonees on the reserve in his visits to their lodges; that the crops in their fields, (corn, wheat, potatoes, and pumpkins,) looked very promising until the first frost which occurred; after which deponent went round and looked at the fields, and that the prospect of their crops looked very discouraging; that deponent, at the suggestion of Haas, the farmer, advised the Indians to clip off the leaves of the corn which had been frost-bitten; that a good many of them followed the advice, and the corn, though retarded, began to have a good appearance again; some time after, when the Indians began to pick off the young roasting ears, another frost, a pretty severe one, occurred, that destroyed the corn, with very few exceptions; that most of the Indians complained that the frost had ruined their fields; that deponent was round in a good many places when the Indians were picking and husking their corn, and that some of it looked as if it were unfit to eat; that "it was all shrivelled up;" that a good many of them "made sweet corn of it" by cutting it off the cob, after cooking it, which did better for use than that which was left standing to ripen; that after the last frost the tops of the potatoes were all down, as if they were ripe; "they were withered in most instances;" that the consequence was, that the potatoes were very small and not ripe; deponent cannot tell what proportion of their potato crop was spoiled; it was a general complaint among the Indians; that some of the rye was also injured, at which he was surprised, as he did not think the frost could injure the rye; that deponent has never known rye sown in the fall injured by the frost before; that the spring wheat was not injured—there was a very fair crop; that the crop of potatoes on the Central Farm was rather poor; it was injured by the frost, and were rather small; that deponent did not examine the corn in the Central Farm, but that in passing by he observed that the corn had been struck by the frost so as to give the appearance of its being thoroughly ripe; that deponent saw the corn after it was gathered from the Central Farm and taken to the barn, and saw persons employed in the barn husking it, and saw, from piles of husked corn, that it was a very poor lot, and very much injured by the frost; that deponent pressed some of the grains between his fingers, and that there was milk in them, and not ripe; that the reason why his attention was frequently called to the subject was, that Mr. Haas was absent; and while the young men hired for the purpose of husking the corn in the barn, he observed them wrestling instead of working, and he frequently went to the barn to insist upon their working instead of playing.

That deponent does not remember any complaints of the corn and potato crop of the summer of eighteen hundred and fifty-eight, nor of the rye; but that the wheat "did not do well."

That some time after harvest, in the year eighteen hundred and fifty-eight, Mr. Haas took some wheat and rye, raised on the Central Farm, to the mill and had it ground. That some of the flour made from it was given to the principal chiefs, as a specimen of the flour made at their own mill; the remainder was distributed amongst the poor of the tribe—some of it at the mill, and the rest at the warehouse; a por-

tion was distributed by deponent, a portion by Mr. Wilkins, employed on the reservation as carpenter, and the remainder, deponent believes, by the farmer, Mr. Haas. That in the year eighteen hundred and fifty-nine the Indians were "pretty hard up," and the deponent asked Mr. Haas if he had anything that could be ground up for them; that Haas answered that he would either send "Sam. Ti-ko" or go himself with what he could spare from the rye kept for seed; that after this time deponent was absent, but on his return he found in the warehouse some rye flour which Haas had had ground and put there, and that he, deponent, distributed this to the poor of the tribe. That of the "tolls" which were received from the whites who had their grain ground at the Menomonee mill, a part was brought down to the warehouse and distributed by deponent to the poor, and the remainder distributed to them at the mill by Mr. Leach, the miller, on orders from deponent, which are, as he believes, on the files at the mill. That during the absence of deponent he requested that Mr. Haas would draw orders on the mill for the poor.

That the amount of flour brought from the mill, which was manufactured in eighteen hundred and fifty eight from the wheat and rye raised on the Central Farm, brought to the warehouse and distributed by deponent, was four or five bags, as near as he can estimate; that the remainder was left at the mill and distributed there, and consequently he, deponent, does not know the amount, as it was distributed in his, deponent's, absence by Mr. Wilkins, and, he thinks, Mr. Haas.

That there were seven or eight bags of rye flour distributed in eighteen hundred and fifty-nine from the warehouse, which he found there on his return after his request above stated to Mr. Haas, to see if he could not find something to grind for the Indians.

That of the tolls distributed by deponent at the warehouse, they amounted to two-thirds or three-fourths of the whole quantity taken at the mill; that a considerable amount of grain was ground for the whites at the mill that year, and that, consequently, the amount from the tolls was more than usual.

That there were three oxen belonging to the Indians killed in the fall of eighteen hundred and fifty-seven; that they were killed because they were getting old; that they were kept some time at the barn to try and fatten them; that when they were killed Agent Bonesteel and deponent went to the barn to attend to the distribution of them; the meat was all cut up and put in separate piles for the different bands. The principal men of each band were called up and told that there was the share of their band. Some of them divided it among their people on the spot; others took the portion allotted to their band home and divided it among them there; that some of the meat was left, because those who were entitled to it were not present. That deponent and the agent left it there, and that subsequently he, deponent, found some beef in the warehouse, which he thinks was some of what had been left, and this was distributed by Mr. Haas, in presence of the deponent, to those who had not received their share. The proportion of beef found by deponent in the warehouse, he believes, was about the same that he and the agent had left undistributed at the barn; that he does not think that a quarter of beef could have

been taken from it and not be observed by him as a deficiency when he saw it again at the warehouse. To the best of the belief of deponent the beef left undistributed at the barn was a hind quarter; when he saw the beef in the warehouse it was cut up, and a part of it in the pork brine. The meat of these oxen was very poor; that deponent does not know what was done with the hides; there were some in the warehouse, but does not know whether they were the hides of these oxen; he believes there is one hide yet in the warehouse.

That wood has been brought to deponent's house. That the Indians constantly come into the office of the agency and remain around the office stove—more or less of them every day—and the deponent did not think it his duty to furnish from his salary wood for the office, under such circumstances; that he therefore requested Mr. Haas to furnish wood for the office, which Haas did, as he presumes, as wood was brought to the office, as he thinks, by his, Haas's, authority. That it was the habit of such Indians who came from a distance to ask permission to sleep in the office, and would burn the wood all night. The amount of wood brought to the agency office this year by order of Haas at a full estimate would not exceed six or seven cords. That deponent bought his wood for the use of his family. When Mr. Bonesteel comes to make payments, or do the business of the Indians, wood has been drawn to the office for his use. This is to be excluded in the amount of wood brought to the office as above estimated.

That the deponent distributed the seed wheat sent up for the Indians by the agent, Mr. Bonesteel, last spring; that after the distribution, and the time of planting was past, the seed that was scattered on the floor of the granary was swept together; that the quantity so swept together was about three bushels; that of this about two-thirds of a half bushel, including the dirt, was brought by Mr. Porlier, the employé of deponent, to him, from Mr. Haas, to feed his, deponent's, chickens.

That the flour made from the wheat raised on the Central Farm, and the rye flour also, has been divided amongst the poor, and the potatoes distributed for seed to each band last year. That the estimate made for distribution to the eleven bands of Indians was three hundred bushels. Mr. Haas measured them, and deponent kept count. That fifty bushels remained after the distribution, and this remainder was proportionably divided amongst the bands. That of these potatoes Mr. Haas could not have taken any away to his own house without the knowledge of deponent. That deponent and Haas had potatoes of their own raising in a separate place in the same root-house in which the potatoes raised for the Indians were kept.

That deponent knows Herman Nabor, of Shawano; that he is a grocery and provision dealer. That deponent went to Shawano, to the store of said Nabor, a year ago last March, with the intention of buying some pork; that deponent did not buy, because the pork offered to him was not, in his opinion, fit to eat; deponent examined seven barrels, and that the pork was very lean and poor, and not fit to fry with fresh provisions, for which he wanted it. That Mr. Nabor was in the store; that deponent inquired the price per pound, and was told it was one shilling per pound. That deponent bought flour of

Mr. Cavert in the latter part of the month of February, eighteen hundred and fifty-nine, for which said Cavert charged deponent at least four dollars per hundred pounds; deponent bought one or two sacks of flour. That deponent bought pork of said Cavert in March, he thinks, of the same year, for which he was charged fifteen cents per pound, though Cavert stated to deponent that his usual selling price was sixteen cents per pound. That towards the latter part of April, in the same year, he, deponent, paid Cavert sixteen cents per pound for pork.

That after Agent Bonesteel had completed the annuity payment to the Indians in 1858, and after he (the deponent) and the said agent had left the council house where the payment had been made, Mr. Bonesteel said to deponent that he had not reminded him to ask the Indians, as he had requested him to do, whether they wanted any provisions or not; that thereupon he and the said agent went immediately back to the school-house, where the Indians still remained; that the said agent then instructed deponent to ask the Indians whether they wanted any provisions or not, and if they did want any, to say for what amount and at what time they wanted them; that, after a little consultation amongst themselves, one of the chiefs replied that they would let their agent know before he left Keshena; that Mr. Bonesteel requested deponent to tell them to take their time, and not to hurry themselves, but to tell him before he left Keshena, and that he desired that they should be unanimous in their request; that the Indians then asked Mr. Bonesteel how long he intended to remain; that he told them the time he would remain, but how long deponent does not remember. The Indians then said they would give him (the agent) an answer next day. That he (the deponent) interpreted between the Indians, as he has above stated; that the next day—deponent thinks it was the next day—the Indian chiefs assembled at the agency office, and the agent (Mr. Bonesteel) came into the part of the agency house occupied by deponent and his family, and asked him (deponent) to come into the office, saying that the chiefs were all assembled there, and he desired deponent to see what they wanted; that deponent went with the said agent into the office, who told him to ask the chiefs if they had any business with him; that they answered “yes;” that they had come to give him an answer about the provisions. Mr. Bonesteel then asked them if they wanted that he should go to the school-house; that they (the chiefs) answered that it was not necessary, as all the chiefs were present except Keshena; that Keshena was sent for and came to the office; that, after Keshena came, they consulted some time amongst themselves, and that Mr. Bonesteel asked them if they had agreed upon the amount they wanted expended in provisions; that Shononee was the first one that spoke, and said that they wanted “five boxes of money worth of provisions”—meaning five thousand dollars—and that they wanted some of the provisions to take to their sugar camps, and some when they came back from their sugar camps; that Mr. Bonesteel then asked them whether that was the amount that they had agreed upon, and that Shononee answered that he was authorized to speak for the rest, and that was the amount they had agreed upon; that there was no one

there who made any objection to it in his hearing that deponent saw. Mr. Bonesteel made a memorandum of their request, and asked them if that was all they had to say; after which they left the office. That the first time deponent heard from any of the Indians that they had sent for three thousand dollars worth of provisions, instead of five thousand, was just before the delegation went to Washington; that this was about a year after the provisions had been distributed. That the first lot of these provisions arrived at the agency about the middle of February, and that they did not all arrive until two or three weeks afterwards; that deponent thinks that the corn which constituted a part of these provisions arrived among the first of them; that this corn overrun one hundred and fifty bushels by measurement made by deponent himself; that this corn was distributed before the rest of the provisions, just after it arrived; that the rest of the provisions were pork and flour—one hundred barrels of pork and four hundred sacks of flour; that the pork and flour were distributed, as deponent thinks, in the beginning of March. Some of the Indians had gone to their sugar camps, and some were just moving to them. That these provisions were distributed to each band in proportion to the number of persons in each; the proportion of each band was delivered to its respective chief; that before these provisions were distributed, he, (the deponent,) under instructions from Agent Bonesteel, inquired of the Indians whether a portion should be kept back for distribution during the spring, when they should come out of the "sugar bush," preparatory to planting; that he (the deponent) called the chiefs together into the agency office, and took out the letter of instructions from Agent Bonesteel, and explained to them its contents, which were that they should receive then fifty barrels of pork and two hundred sacks of flour, and that the remaining fifty barrels of pork and two hundred sacks of flour should be distributed when they came out of the sugar bush; and that it further instructed him to urge them to consent to this, but that if they would not consent, that he (deponent) was instructed by said letter to give them the whole of the provisions, if they insisted upon it, and that it instructed him also to take a receipt from them for the provisions distributed to them.

And deponent further saith that, in answer thereto, the chiefs, so assembled as aforesaid, replied that they were ready to give a receipt to him, said deponent, for all the provisions, including the corn already distributed, but that they wanted the whole of them; that deponent then took the chiefs down to the warehouse and told them to count the sacks of flour and barrels of pork, to satisfy themselves before they signed the receipt for them; that the chiefs then selected some of their young men to count them; that deponent went in with those selected to count them, and counted them with the young men; and that after having counted them, they, the young men, reported to their chiefs that there were four hundred sacks of flour and one hundred barrels of pork, as deponent had before stated to them, the chiefs; that the deponent then took the chiefs into the upper story of the warehouse and told them there were two hundred and ten bushels of seed wheat, which he, deponent, exhibited to them, which he, deponent, wanted included in the same receipt they gave him for the provisions;

that there was a half bushel measure, and that they might measure it for themselves; that the said chiefs replied that they were satisfied that there was that much, and did not want to measure it; that before deponent issued the provisions he took the chiefs to the agency office and told them that he wanted a receipt for the four hundred sacks of flour, one hundred barrels of pork, two hundred and ten bushels seed wheat, and the one hundred and fifty bushels of corn already distributed to them, and that the said chiefs signed a receipt therefor, witnessed by several white persons then present; that immediately after their signing said receipt, he, the deponent, went with them back to the warehouse and distributed to them in the manner above herein mentioned, as customary, all the pork and flour; that the seed wheat was distributed to them in the spring after they came out of the sugar bush; that the reason deponent assigned to the chiefs for wishing them to sign the receipt for the provisions before the distribution was, that they would, after the distribution, be scattered, and he could not get their marks or signatures thereto; that the pork which constituted a part of their provisions was of the very best quality; in some of the barrels the pork had no bones with it; it was mess pork of the best quality; that the Indians declared that it was the best lot of pork that they had received; that he cannot tell whether the flour was made from winter wheat, as he does not know how to distinguish it; that the price of transportation from Oshkosh to Shawano on sleds in the winter is one dollar per hundred pounds, as deponent knows from having paid that price himself; that he, deponent, knows Mr. Leach, the miller for the Menomonees; has been acquainted with him during the whole period of the term of office of Mr. Bonesteel; that he, deponent, has visited the mill at different times, when Leach has been at work in the grist-mill, and when he has been at work in the saw-mill; when in the grist-mill he made good flour; saw Leach at work in the saw-mill; deponent is no judge of a mill, but knows that the lumber was good; that deponent had had conversation about Leach's work last summer, after harvest, with Carrow and Keshena; that the way the conversation came about was, that deponent had employed Andrews to "fix the stones," he, Leach, having informed him that the stones were in such bad order that it required a man who understood it thoroughly; that upon this statement of Leach, he, deponent, employed Andrews, who, he was informed, understood building grist-mills, to come up and dress the stones; that after he had dressed them, deponent got Andrews to start the mill, and show Carrow and Keshena what sort of flour they made; Carrow and Keshena looked at the flour, but made no comment upon it; deponent then took Carrow up stairs to show him the "bolt," and told him that he, deponent, thought that Mr. Leach had been a little negligent in allowing the mice to cut it, and told him how much it cost to repair it, to which Carrow replied, "that the mice were very mischievous little animals, and that you could not hide anything from them," or words to that effect; that some time afterwards deponent was again at the mill when Mr. Leach was grinding; that besides Carrow and Keshena, there were a good many other Indians in the mill; that Joseph Carrow, the son of the chief, then present, was putting

the flour into the bags ; that Carrow, the father, took of the flour and showed it around to the Indians, to whom he said, "this is what we call good flour;" that this is much better than the other flour ground by Andrews, and that Leach ground two bushels to his one; that Jos. Carrow and his father, the chief, said further: "this is the way for the mill to go—we can make some flour here; the other man who ground, ground too slow;" that deponent remarked to Carrow that he was glad they were so much pleased with Leach, but feared it would not last long; that his meaning in this was that the Indians are one day friendly, and the next day the reverse; that he, deponent, has had frequent occasion to visit the mill, and always found Leach at work; when absent he was informed that Leach had gone to dinner.

That when Mr. Bonesteel first came upon the reservation and assumed the duties of his office, at the first council with the Indians, deponent, Frederick Moscowitt, and Gauthier were present; that at the council Osh-kosh, father of the chief A-quano-mee, (since deceased,) was the first who spoke respecting those of the employés they wished retained; that Osh-kosh said that they were pleased with their blacksmith; Mrs. Dousman, the female teacher, whom they called their mother; their farmer, Mr. Haas, and their interpreter, Mr. Gauthier; that the Menomonees were all pleased with them, and wished that they should be retained, and especially the interpreter; that they understood him, and got along well with him, and that it was always the case that when they got used to an interpreter he was changed, and therefore they wished to retain him; that they never had any occasion to find fault with him; that several other chiefs said about the same thing, and that what Osh-kosh had said was their wish; that after they had concluded, Mr. Bonesteel told them that he had made his appointment, and should not change it; that he had appointed deponent, and would appoint no other, or words to that effect; that thereupon Osh-kosh turned towards Mr. Gauthier and said: "I have done my best for you;" that all the employés whom the Indians expressed their desire should be retained were reappointed by Agent Bonesteel, with the exception of interpreter; that the Indians in said council said nothing regarding Joseph M. Ostroph, their male teacher; that last summer, as near as he, deponent, can recollect, Mah-ma-ka-wet got up in council and said he wanted to speak about the schoolmaster, (Mr. Andrews;) that he wanted to tell the agent of his conduct regarding keeping school. He said that he was down to Shawano the whole of his time; upon this he, the deponent, interrupted him, saying that he, deponent, wanted him to confine himself to the truth; that he, deponent, was left here by the agent in charge at Keshena, and knew better than he (Mah-ma-ka-wet) did; that the schoolmaster was not down to Shawano *all* of his time, and that he should not state anything but "what he saw with his own eyes," or of his own knowledge; that thereupon Mah-ma-ka-wet sat down and said no more; that after he sat down deponent told him that if he had anything to say to the agent he, deponent, would interpret it to him; that Mah-ma-ka-wet replied that it was no use for him to say anything, as he, the deponent, knew better than he did, or words to that effect; that he, the deponent,

does not remember that he afterwards repeated this conversation to Mr. Bonesteel; that he did not do so in the council.

That he, the deponent, considers that the male school has been managed full as well under the agency of Mr. Bonesteel as under his predecessors; that he, deponent, has good reason to know, as he has been constantly among them, and lived near them, and had good opportunities of knowing; that when the school was kept by Dr. Wiley he has been constantly in the habit of passing by the school-house, and sometimes in the school, and observed no difference in his discipline and that of his predecessors; that the majority of the scholars are under the religious teaching of the Catholic missionary, and observe the customs of that church, consequently there are a good many holidays, which interrupt their studies; that the school under Mr. Andrews was kept, if anything, more punctually than under Mr. Wiley; that at one time the Indians complained of the absence of Mr. Andrews at Shawano for three or four days, and that he, deponent, explained to them that he was in attendance there on a sick friend, whereupon they appeared satisfied with the explanation.

That the Indians in council, in the summer of eighteen hundred and fifty-eight, asked Mr. Bonesteel to write to their Great Father to allow them to come to Washington, that they wanted to go to see about their money matters; that Mr. Bonesteel answered that he would write, and do his utmost to get them permission to visit Washington; that the following fall, when Mr. Bonesteel came up to pay their annuity money, they asked Mr. Bonesteel, in council, whether he had written for permission for them to go to Washington, and whether he had received an answer. Deponent, as near as he can recollect, deposes and says that the answer of Mr. Bonesteel to them was, that he had written, but had received no encouragement; but that if they would only have patience, he would make another effort, and that he was pretty certain he would succeed in getting permission granted; that Carrow then got up and said that he spoke for the tribe, chiefs, headmen, and warriors, and that they had waited long enough, and that they wanted to go, and wanted him, the agent, to go with them, and that they should not take "no" for an answer, and wanted him to say "yes;" that Mr. Bonesteel answered that he could not do that; that if he went with them without permission "they would break him;" that Carrow still persisted that it was the wish of the tribe, and he must say "yes;" that the Menomonees were brave in going to war, and were equally determined as they were brave when they made up their minds, and that they were determined to go; that Mr. Bonesteel told them, in reply, that they were taking a very wrong course to see their Great Father, and how much better it was for them to get permission, that they might go and transact their business without difficulty; that deponent has seen a letter from the Indian department, addressed to Mr. Bonesteel, saying that permission could not be granted for the Indians to come to Washington at that time.

That previous to that time he, the deponent, never heard any complaints against the agent and the employés generally; that they have been made since that time. That the Indians have said to deponent

since that time that they began to mistrust that he did not write the letter he had promised.

That he, deponent, is acquainted with the circumstances under which George Cown, the Indian trader, received lumber from the Menomonee saw-mill, a year ago last summer; that at the request of the chiefs, during the building of their church, they wanted to sell Mr. Cown lumber, in order to buy materials, their money being expended; that Mr. Cown agreed to pay them for it at the next annuity payment; that thereupon this deponent told the chiefs that he could buy the articles they wanted on his own credit at New London, if Mr. Cown would pay for the lumber at the time he had told them; that Mr. Cown told deponent that he would be punctual in the payment; that thereupon the deponent bought upon his own credit at New London such materials as could not be obtained in the neighborhood, and of which they gave him a memorandum; that Mr. Cown received from the mill, under this arrangement, two or three thousand feet of lumber, for which Cown paid deponent punctually, as he had promised, at the rate of ten dollars per thousand feet; that the difference in the amount of the bill for the articles obtained for the church and the amount received for the lumber from Mr. Cown deponent expended for the Indians in the purchase of provisions for the hands employed on the church, and paying their wages. That this was all the lumber Mr. Cown received belonging to the Indians from the Menomonee mills.

That the deponent knows no general reason why the houses unfinished on the Menomonee reserve remain so; that he, deponent, is charged by the agent with the distribution of the lumber manufactured at the Menomonee mill, by orders on Mr. Leach, and that he, deponent, does not remember that at any time he has refused lumber to the Indians when there was any at the mill; that in the judgment of deponent the amount of the lumber at the mill, when it stopped last fall, was from eight to ten thousand feet; that at the visit of the deponent to the mill this spring there were, he thinks, about fifteen hundred feet of lumber at the mill.

That at the council at which applications were made by Indians for services in the Black Hawk war, the agent through him, the interpreter, inquired whether the applicant was a widow or an heir, and were told the number of witnesses which were required, and that a guardian was necessary in the case of a minor child; that the Indians would name a person as the guardian, where the applicant was a minor child; give the name of the warrior who had served, and the name of the widow or heir; that a list was first made of the names of the applicants, after which they were called up in the order of their application, that the necessary declarations and affidavits were then explained to the applicants and the witnesses, and also the nature of the oath respectively administered to them; that when he, the interpreter, was satisfied that they perfectly understood the act which they were about to perform, he, the deponent, stated the fact to the agent, and the parties thereupon went forward and "touched the pen." That there were supplies of provisions, pork and flour, received at the warehouse of the Menomonees in January a year ago

last fall, prior to the receipt of the provisions of the Menomonees; these provisions belong to, and were distributed to the Stockbridge Indians; that they arrived during the latter part of January; some of these provisions were given out to them by Mr. Haas during the absence of deponent, and the remainder by deponent on his return in February of the same year; that to the personal knowledge of deponent Mr. Leach, the miller, dresses the millstones in the Menomonee mill; the only exceptions are in the instance of Almon Andrews, employed by deponent as before stated, and another instance in which deponent saw Edward F. Sawyer assisting Leach in dressing them; that each of the Indians have their fenced field in the vicinity of their houses, but frequently they claim portions about them which are unfenced; these claims are respected by custom without any other formality; that they also respectively claim the right of making hay in certain localities; that these claims are equally respected by custom; and that when any dispute arises among each other as to their respective rights, it is decided among them upon the priority of use and occupation. And the deponent further saith, that the general reputation of Joseph M. Ostroph, for truth and honesty, is very bad amongst the Indians and the whites residing on the Menomonee reservation.

WILLIAM POWELL.

Subscribed and sworn to before me this 13th of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 37.

Deposition of George Cown.

STATE OF WISCONSIN, *County of Shawano, ss:*

George Cown, being duly sworn according to law, deposes and says: That he is a resident of the town of Richmond, Shawano county, in said State; that he is an "Indian trader;" that he deals in pork and flour; that he sold flour during the months of January and February, eighteen hundred and fifty-nine, at five dollars per sack; that during the same time he sold some pork; that he sold it by the pound, at fifteen cents per pound; that he, deponent, has had goods brought up from Oshkosh to Richmond during the winter of eighteen hundred and fifty-nine, for which he paid one dollar per hundred pounds for the transportation; that the distance from Oshkosh to deponent's trading post is four miles further than from Oshkosh to the village of Shawano; that he, the deponent, knew Kahkoutch, a Monomonee Indian, (now deceased;) that deponent was at the Monomonee annuity payment a year ago last fall; that he saw Kahkoutch at that payment; that he did not take any money away from him by force at that time; that he has never at any time, at any

annuity payment made by Agent Bonesteel, taken money from any Indian by force ; that deponent has attended all the annuity payments made by Agent Bonesteel, except on the first day of the payment made last fall ; that except on the last occasion, at which he was not present the first day, he has always heard Agent Bonesteel, before he commenced paying the annuity, state to the Indians the amount of the annuity money which was to be paid to them, and also how much each of them was to receive ; that he, the deponent, a year ago last summer, had lumber from the Menomonee mill ; that the amount he received from the mill was about three thousand feet ; that he asked the Menomonee chiefs for the lumber ; that they, the chiefs, told the deponent he could get as much as he wanted ; that deponent came up to the agency office to see Captain Powell about it, and brought the chiefs there ; that the captain (Powell) asked the chiefs if they would let him, Cown, have the lumber, to which the chiefs replied "yes," and that Captain Powell, the interpreter, gave deponent an order for it, and that the deponent got the lumber on presenting the order to Leach, the miller, for which he paid Captain Powell ten dollars per thousand—thirty dollars in gold, immediately after the annuity payment of that year ; that at the payment of the two first annuities by Agent Bonesteel to the Menomonees, he, deponent, heard the said agent say to the Indians that they should not let the traders take their money from them, and that if they did do so to tell him ; that he, deponent, knows Joseph M. Ostroph, and that all say his character for truth and honesty is bad ; that he, deponent, would not believe him under oath ; that deponent says so from his own knowledge of Ostroph, and from what people say of him ; that he, deponent, bought flour in Oshkosh in February, eighteen hundred and fifty-nine, of Parker, Choate & Co.—it was about the eighth day of February—for which he paid three dollars and a half per sack ; that it was spring wheat flour, marked superfine ; that deponent, at the same time he bought the flour, bought pork at Oshkosh of Weed & Colver, for which he paid at the warehouse twenty-two dollars per barrel.

GEORGE COWN.

Subscribed and sworn to before me this 13th day of April, 1860.

GEORGE B. EDMONDS,

Notary Public.

No. 38.

Deposition of George F. Wright.

STATE OF WISCONSIN, *County of Shawano, ss :*

George F. Wright, esquire, resident in the town of Oshkosh, in said State, being duly sworn according to law, deposeth and saith: That he is a resident of Oshkosh, in the State of Wisconsin, and that his occupation is that of a farmer and dealer in furs ; that he, deponent, bought flour at Oshkosh in the months of January, February, and April of the year 1859 ; that he bought in January and February at the price of \$3 a sack, which was an inferior article, intended for the Chippewa trade ; that in April he paid \$3 50 per sack for ordinary family spring

wheat flour, which he brought to Shawano and sold there at \$4 50 and \$5 per sack; that which he sold at \$4 50 he sold to warehousemen to cover the cost and charges: that the prices of pork asked deponent at Oshkosh, some time from the 9th to the 15th of the month of April, 1859, was \$22 per barrel; that deponent did not buy, because the prices were too high to make any profit upon it; that about the latter part of December, in the year 1858, he, the deponent, left a horse belonging to Mr. Johnson, who resides at Peshtigo, with Captain Powell, the United States Indian interpreter, at his house in Keshena; that deponent asked said Powell whether he had anything to feed him upon, to which Powell replied that he had some hay, but no grain, and that deponent told him he would furnish the grain; that shortly afterwards, perhaps a week, he sent to Captain Powell seven bushels of oats to feed the horse; that the horse remained in charge of Powell three weeks, more or less.

That the difference in the travelled distance between Fond du Lac and Keshena and Oshkosh and Keshena is some eighteen miles.

That he, deponent, has been frequently on the Menomonee reservation, and has attended all the annuity payments since A. D. Bonesteel has been the agent of the Menomonees; that he has never known of any instance at those payments in which the traders have taken money from the Indians by force.

That he, deponent, buys his furs of the traders, whether Indians or whites; very rarely of the Indians themselves.

That the flour he, the deponent, bought in January and February, 1859, he bought of "Parker, Choate & Co." and "Conroe & Co.;" that which he bought in April of the same year, of "Weed & Colver."

And further deponent saith not.

Subscribed and sworn to before me this 13th day of April, 1860.

GEO. B. EDMONDS, *Notary Public*.

No. 39.

Deposition of Joseph S. Cavert.

STATE OF WISCONSIN, *County of Shawano, ss:*

Joseph S. Cavert, being duly sworn according to law, deposes and says: That he resides at Omro, about eighty miles from Keshena; that he has a store at Keshena, at which place he deals in dry goods and provisions, and groceries; that he retailed pork at his said store during the months of January and February, eighteen hundred and fifty-nine, at sixteen cents per pound; that during the month of January, he thinks, he was selling flour at four dollars and fifty cents per sack; that he was selling in the month of February at five dollars per sack; that in the month of March, in the same year, he was selling flour at five dollars per sack, he thinks; that about the middle of January in that year he paid, he thinks, three dollars and twenty-five cents per sack; that it was fair spring wheat flour; that there is no inspector of flour at Omro, and he thinks none at Fond du Lac; that he buys upon his judgment, and not upon the marks of the flour; that

he thinks the price of pork at Omro in February, about the middle of the month, was twenty-two and a half dollars per barrel; that deponent pays for transportation from Omro to Keshena during the winter, by land conveyance, one dollar per hundred pounds.

That to his knowledge no such transaction ever took place in his store as the giving a ten dollar gold piece at his counter in the payment of a debt by the daughter of the Indian chief Shonion, and a refusal to return the change, and of her being compelled to take a piece of calico instead of change.

That O-ka-ma-sha came into deponent's store previous to the payment, a year ago last fall; that he had a running account with deponent, and when he came into deponent's store, as aforesaid, he told deponent he was going away before payment of annuities, and wanted some pork and flour, and proposed to give deponent an order on Agent Bonesteel for forty-nine dollars, which sum included the sum due by him and the cost of the flour and pork; and that deponent gave him the flour and pork upon his promise to give him, deponent, the order for forty-nine dollars; that deponent then wrote the order for the said amount, which was signed and witnessed in the store of deponent; after which deponent took the said order and went with the said O-ka-ma-sha to the office of Agent Bonesteel, where they found Captain Powell, the United States interpreter, where deponent explained the order to Captain Powell, and O-ka-ma-sha did likewise; that at the pay table, when the annuity was paid, Captain Powell, as deponent thinks, reminded Mr. Bonesteel of the said order; that when O-ka-ma-sha's name was first called, he, O-ka-ma-sha, was not present; that when his name was again afterwards called he *was* present, and Mr. Bonesteel paid the deponent forty-nine dollars, the amount of the said order; that O-ka-ma-sha never made any complaint to deponent for his having done so.

That deponent has been present at the three annuity payments to the Menomonees made by Agent Bonesteel, all that have been made by him during his term of office; that the said agent has always told the Indians that if any undue measures were taken by the traders at those payments to get their money away from them to report to him; and that he always told them the amount of the annuity money he had brought to pay them, and likewise how much they were to receive *per capita*.

That he, deponent, has lived on the reservation about a year and a half, and frequently back and forward; that he knows Joseph M. Ostroph, and that his general reputation for truth is bad; and that from his general reputation he, deponent, would not believe him under oath.

That deponent, from his opportunities of observation, thinks that Mr. Bonesteel has been, while agent, very kind to the Indians; that their treatment by Mr. Bonesteel has been more kind than that of previous agents, in his judgment.

J. S. CAVERT.

Subscribed and sworn to before me this 14th day of April, 1860.

GEO. B. EDMONDS, *Notary Public*.

No. 40.

*Deposition of Lewis Goldstucker.*STATE OF WISCONSIN, *County of Shawano, ss:*

Lewis Goldstucker, the school teacher of the male school on the Menomonee reservation, in said State, being duly sworn according to law, deposes and says: That he has been occupied as teacher of the Menomonees about three months; that deponent has resided with Mr. Haas, the farmer, since he, deponent, has been on the reservation; that Mr. Haas treats the Indians who come to his house with the greatest hospitality; that during the first two months of his said residence with Mr. Haas, the months of January and February of the present year, they have been generally every day either at breakfast, dinner, or supper, at his table, and frequently stayed during the night; that he has seen the table set for three or four of them at once.

In the judgment of deponent, the average of Indians at Haas's house was one or two daily, and that he, deponent, would keep those who were fed in the manner he has stated, by Haas, at a charge of from one hundred to one hundred and fifty dollars per annum; that during the month of March there has not been so many at his house, the Indians being generally in their "sugar camps;" that within the last week he, deponent, has seen three Indians within two days there, who asked Mrs. Haas for something to eat, and that she gave it to them; that deponent knows Ignatius Wetzel, the blacksmith for the Menomonees; that deponent knows Joseph M. Ostroph, has known him three months; that his reputation, so far as deponent can hear, among the people here is bad; from what deponent has heard of him he would not believe him under oath; that deponent was told by Ignatius Wetzel that he was present at one of the Indian councils, and that he was a friend of the Indians.

L. GOLDSTUCKER.

Subscribed and sworn to before me this 14th day of April, 1860.

GEO. B. EDMONDS, *Notary Public.*

No. 41.

*Deposition of Charles D. Ambrose.*STATE OF WISCONSIN, *County of Shawano, ss:*

Charles D. Ambrose, being duly sworn according to law, deposeth and saith: That he resides at Keshena, on the Menomonee reservation, and that he has resided at Keshena, more or less, for the last three years, and that he resided continuously therein from one year ago last November; that his occupation has been that of clerk to the Indian trader residing therein, J. S. Cavert; that the said Cavert deals

in a general assortment of dry goods, groceries, and provisions; that he deals in pork and flour; that pork has been sold at the store of said Cavert during the months of January and February, eighteen hundred and fifty-nine; that the price charged by said Cavert for pork, during those months, was at the rate of thirty-two dollars per barrel, or sixteen cents per pound; that no distinction was made in the price per pound or per barrel; that deponent sold none by the barrel during that time; that deponent sold, about the first part of January, flour at four dollars and a half per sack; that about the last of February he sold what he had left in the store at five dollars per sack; that flour was continually on the rise; that somewhere about the first of May, in the same year, deponent paid five dollars per sack, on the bank of the river; this was the first flour which came up that season; that the price of transportation from Omro, which is ten miles nearer to Keshena than Oshkosh, is one dollar per hundred pounds in the winter season, the freight during the summer is brought by water.

That he, deponent, has been present at the three annuity payments made by the Indian agent, A. D. Bonesteel, to the Menomonee Indians being all the payments to said Indians made by him since he took charge of the agency; that he has heard Mr. Bonesteel in the council house tell the Indians that if they, the traders, took their money from them, to let him know, and that he would attend to them; that the Indians have also said in the hearing of deponent that Mr. Bonesteel had so told them.

That deponent has some knowledge of the language of the Menomonees, and that the deponent has heard the United States interpreter, William Powell, interpret to the Indians what Mr. Bonesteel told them with respect to the traders as aforesaid; that deponent does not remember whether he was in the council house at the commencement of the first annuity payment, but at the last two payments he remembers distinctly having heard the agent, Mr. Bonesteel, tell the Indians the whole amount of the annuity they were to receive; that he does not remember to have heard him tell the Indians how much they were to receive *per capita*; that deponent has no recollection on that point, whether the agent did or did not tell him how much they were to receive *per capita*.

That so far as deponent is acquainted with the treatment of the Indians by Mr. Bonesteel, it has been "very kind;" that he has accommodated them in almost everything.

That Oka-masha came into the store of Cavert, after the annuity payment of eighteen hundred and fifty-eight, and told deponent that he had paid up his account with an order in favor of Mr. Cavert, and asked for further credit, which was refused to him, but that he made no complaint respecting the payment of his order by Agent Bonesteel, and that he has never heard him make any complaint since until the present investigation.

That the only hide he, the deponent, ever bought from M. Haas, the Indian farmer, was on the seventeenth of September, eighteen hundred and fifty-seven, which weighed fifty-five pounds; that Mr. Haas had a cow which died about that time; that the testimony he

has given with respect to the hide bought from Mr. Haas is founded upon an examination of the books of Mr. Cavert, for whom deponent is clerk; that the said hide was brought to the store by a Menomonee named "Sam Ti-ko," who the deponent believes was in the employment of Haas at that time; that, according to the books kept by deponent, he paid or credited to Haas the price of the said hide, which was five cents per pound.

That from his, deponent's, observation of the treatment of Haas to the Indians, it was very hospitable, giving them food to eat when they came to his house; that deponent boarded two weeks, just before or after the first of January, eighteen hundred and fifty-nine; that since that time he has been a number of times at the house of Haas and witnessed the same treatment to them.

That deponent is acquainted with Joseph M. Ostroph, and that his general reputation for truth is bad; that from his general reputation he must say that he would not believe him under oath.

That deponent was at the council of the Indians at La Motte's house, about the eighteenth of January last; that all he observed there was, that there was a number of affidavits interpreted to them by Mr. Gauthier, he thinks, sentence by sentence; that these affidavits were already prepared when deponent arrived at the house, about seven or eight o'clock; that some of the affidavits with respect to the Thompson and Ewing claim might have been prepared while deponent was present, thinks they were; Kershaw read the affidavits which Gauthier interpreted.

That this was all that occurred while deponent was present at La Motte's; that a day or two after the council deponent went to Shawano with Captain Powell, United States interpreter, and stayed there over night; that on the return of deponent next day, deponent stopped at the house of Mr. Cown, the Indian trader, just on the edge of the reservation of the Menomonees, and thence came home; that while sitting in the dining-room of Captain Powell, immediately opposite the store of Mr. Cavert, between eight and nine o'clock in the evening, an Indian of the Menomonee tribe, called "John Corn," came to deponent and told him that he was wanted at the store; that deponent went immediately to the store and found it full of Indians, both counters therein occupied by them; that he thinks there were twenty; that before anything was said to deponent he had commenced making up the fire, and that while so engaged, Mah-ma-ka-wet, a second chief of the Menomonees, asked deponent what business he had to go to Shawano with Captain Powell to make papers; that deponent replied to him that "it was none of his business;" that at this time Sam Tiko, "John Corn," and Paul Ah ko-nee-boi-wee, told deponent that he had been reporting about their council at La Motte's, and had been trying to break down their affidavits with respect to Thompson and Ewing's claims, and stop them from going to Washington; and that they were going to put him, deponent, out of doors and his goods too; and then "Frank Shawocno," "Joe Penasha," joined the rest in threatening to put deponent and the goods out of the storehouse, and that the deponent would find out "who was boss on the pay ground," and used very abusive language to deponent; that deponent reasoned

with them, telling them how foolish it was for them to do as they were doing, and that finally they dispersed; that previous to this occurrence Paul Ah-ko-nee-boi-wee told deponent that they had been told by their lawyer that they had complete control over everything on the reservation; that it belonged to them, or language to that effect, and that they had been so advised; that they were men; that they had arms and eyes and mouths like white men, and were the same as a white man physically; that after this, some of those who had been in the store during the occurrence above narrated, told deponent that the same Indians who had been in the store had had a street council, and had determined that the next night they would come into the store and carry out their original intentions, and throw the goods out of the store, and the deponent also.

That the said Indians did not carry out their intentions; that no such threats had been made of this kind to deponent previous to that time; that the Indians speak frequently with pleasure of the connexion with Kershaw, who, according to their interpretation, is the brother-in-law of "John Corn," a Menomonee Indian.

CHAS. D. AMBROSE.

Subscribed and sworn before me this 14th day of April, 1860.

GEORGE B. EDMONDS,
Notary Public.

No. 42.

Deposition of William Powell.

STATE OF WISCONSIN, *County of Shawano, ss :*

William Powell, United States interpreter for the Menomonees, having been duly sworn according to law, and having been again called, deposeth and says: That last fall, after the payment of the Indian annuities by Agent Bonesteel, Shonion received one hundred and twelve dollars and one half dollar, for his land warrant for his services in the Black Hawk war; that the warrant was offered to said Shonion, or the money, which Mr Bonesteel then told Shonion was all that it would bring at that time; that Shonion said that he would rather have the money, and received one hundred and ten dollars, and requested that two dollars of the balance should be paid to Mr. Haas, which he said Shonion owed said Haas; that the reason that Shonion did not receive the whole amount at the time was because the agent could not make the change, and that Shonion thereupon requested the change to be given to deponent, with authority as aforesaid to pay two dollars of the amount to Haas; that subsequently Mr. Bonesteel accordingly placed the two dollars and a half in the hands of deponent, which deponent handed afterwards to Haas, who claimed that the whole amount was due to him, which, upon Shonion disputing, he,

deponent, told Haas to return to Shonion the half dollar he claimed, which Haas did in presence of deponent.

That it has been the habit of Agent Bonesteel to offer the Indians their land warrants, or the amount of money, which he, Bonesteel, informed them was their market value; that generally the Indians took the money; some preferred taking the warrants, some of which, to knowledge of deponent, are still in their hands.

That, to the knowledge of deponent, O-sha-wa-kah received for the price of his land warrant one hundred and twelve dollars and a half dollar.

That the annuity payment to the Menomonees was paid between the twenty-second and twenty-fourth of November, eighteen hundred and fifty-eight, for that year.

That he, the deponent, has run a boat on the Wolf river, and that the Menomonee mill is on said river; and that the said river generally freezes over between the fifteenth and twentieth of November; that the dam of the Menomonee mill freezes generally about a week before the river; that the ice in the river does not remain as long as it does in the pond of the dam of the mill.

WILLIAM POWELL.

Subscribed and sworn to before me this 14th day of April, 1860.

JOS. B. EDMONDS,

Notary Public.

No. 43.

Deposition of Frederick Haas.

STATE OF WISCONSIN, *County of Fond du Lac, ss:*

Frederick Haas, being duly sworn according to law, deposeth and says: That his present occupation is that of farmer for the Menomonee Indians, on their reservation in said State; that he has acted in said capacity of farmer for four years in July next, the eighteenth of said month; that he received his first appointment as such from Benjamin Hunkins, at that time Indian agent for said tribe; that his instructions from said agent, at the time of his appointment, were to plough four or five acres for the use of the blacksmith for the agency, and to plough the gardens of the interpreter and the school teachers; and that he, deponent, should be allowed to cultivate ten acres for his own use, but that he, deponent, has never cultivated over three acres for his own use; that since the term of office of the present agent, A. D. Bonesteel, he, deponent, has received no other instructions in the premises; that the "Central Farm," so called, contained sixty acres; that during the first year of Mr. Bonesteel's agency, the year one thousand eight hundred and fifty-eight, he, the deponent, cultivated the whole of said farm for the common use and benefit of the Indians; that the crops raised thereon were rye, spring wheat, potatoes, and some corn; that he is not able to state the proportion of each; that

out of the crops for said year enough was saved for seed for the ensuing year, and the balance distributed amongst the tribe; that in the year eighteen hundred and fifty-nine the said "Central Farm" was allotted, in separate portions, among twenty families of said tribe, which he, deponent, ploughed and sowed for them respectively; that, for the use of the tribe, deponent cultivated four acres of potatoes, the yield of which was between fifty and sixty bushels, which are now in the "root-house" on the reservation, and kept for distribution for seed in the spring; that in the winter of 1857-'58 about eighteen or nineteen yoke of Indian cattle were kept in the "Menomonee barn," so called, on said reservation; also two cows and one calf; that the whole of said stock was the property of the Indians; also a pair of horses for the use of the agency; that there was also kept in said barn a mare, the property of Mr. Bonesteel, then residing on the reserve, from the month of November until the month of March, and a colt, the property of deponent, kept therein during the said winter; that, for the feed of said mare, Agent Bonesteel sent from Fond du Lac to the agency from twenty-five to thirty bushels of oats; that the said mare was fed from the common stock of Menomonee hay; and that, for the feed of his colt, deponent purchased hay and oats; that there was also another colt, purchased by Mr. Bonesteel, which was kept in said barn for two or three weeks during said winter; that deponent had no cow of his own in the said barn during that winter; that the oats sent up by Mr. Bonesteel were not kept separate, and that the oats purchased, as aforesaid, by deponent were not kept separate from the common Menomonee stock of oats; that the hay was kept in the same manner; that he, deponent, kept no separate account of the consumption of the hay and oats used as aforesaid, but that he, deponent, always bought enough to supply any deficiency created by the use of the hay and oats, the property of the Indians; that the oats sent up by Mr. Bonesteel for the use of his mare and colt were sent up sometime after they were in the said barn; that deponent estimated the amount fed to them previous to the arrival of the oats sent by Mr. Bonesteel, by the daily quantity which he gave them; that during the winter of 1858-'59 there were about fifteen yoke of cattle kept in the Menomonee barn during the entire winter; that during the same winter two cows were kept therein belonging to deponent; and also one span of horses belonging to the Indians; also one colt, the property of deponent; that, for his said cows and colt, deponent bought hay and oats, and some bran for their feed; that in the same winter a horse belonging, as deponent understood, to G. F. Wright, of Oshkosh, was kept in said barn for four or five weeks; that at that time William Powell had some hay in the barn from which the horse was fed; that said Powell, the Indian interpreter, supplied seven or eight bushels of oats for the feed of the said horse; that in the commencement of the same winter said Powell had two cows in said barn for about two weeks—until he got his stable ready; that said Powell had two and a half tons of hay in said barn during that winter; that there was no convenient mode of keeping the hay and grain separate; that during the last winter there were two cows kept in said barn belonging to deponent, and two

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belonging to the interpreter, William Powell, and also from three to fifteen yoke of cattle belonging to the Indians; that there was also one horse kept therein for the use of the agency; that during the period of threshing, deponent kept a pony therein for his use as farmer to the agency; that Captain Powell, the interpreter, bought three or four tons of hay, from which his cows were fed; and that he, deponent, fed his own cows from hay and bran purchased by himself; that the hay and grain was kept during the last winter without separation, as in previous years; that the horses of travellers have been kept in the Menomonee barn from time to time, and generally fed upon oats brought by themselves; that teamsters, in general, carry their own oats; that sometimes deponent has kept the horses of travellers, and received pay therefor; that he, deponent, in such cases, fed them from his own oats and hay; that there is no accommodation for travellers within eight miles in one direction, and eighteen in the other, except at the reservation; that he, deponent, raised corn upon about two acres—in all about seventy or eighty bushels of ears—which deponent fed to his pigs; this was the only corn raised that year; that the said corn, raised by deponent as aforesaid, was of poor quality, owing to the frosts of that year; that in the fall of the year one thousand eight hundred and fifty-eight he, deponent, sold six bushels of rye, raised by deponent as farmer to the Menomonees, for which he received one dollar per bushel, the money for which deponent left with Captain Powell, the interpreter, for the Menomonees, for which sum the said interpreter purchased flour for the Indians in presence of and to the personal knowledge of deponent; that this flour, so purchased, was divided amongst the poor of the tribe on said reservation; that the said grain was all that the deponent sold for the said Menomonee Indians; that this grain was sold by the deponent to a farmer, whose name deponent does not recollect, about five miles below Shawano; that deponent slaughtered three oxen belonging to the Menomonee Indians, in the month of November, in the year eighteen hundred and fifty-seven; that the said cattle were in very poor condition; that they were slaughtered at the request of the chiefs of said tribe; that the meat was divided amongst the Indians, except one quarter, which was withheld for distribution to the band of Shaw-wa-no-pe-na-so, for whom no representative was present at the time of distribution; that about a week or ten days afterwards this quarter was distributed to said band.

That the three hides were placed in the warehouse; that it is not true that he, deponent, took the tallow from said oxen and converted the same to his own use; that the oxen were in so poor a condition, that there was no tallow saved therefrom; that one of the hides was given to the band of Sho-no-nee, and another to the band of Oshkosh; that a part of the third hide deponent used in making a harness, to be used in the ox-frame for shoeing oxen; that deponent sold the hide of a cow to Mr. Cavert, the Indian trader, during the month of September, in the year eighteen hundred and fifty-seven; that the said hide was taken from a cow the property of the deponent; that he, deponent, distributed the meat of said cow amongst the Indians on said reserve; that it is the custom of deponent to furnish wood for the use

of the schools, and occasionally for the use of the office of the Indian agent, and also for his, deponent's, own use ; that he, deponent, in his testimony regarding the feed given to the horses of strangers, intends to be understood that when there was no grain or hay of his own in the barn, he fed from the common stock in the Menomonee barn ; that deponent returned at his own expense the amount of hay and grain so used ; that deponent bought oats for the use of the agency, last fall, from William Grinder, of Shawano, for which deponent took vouchers ; that deponent supplied the hands employed on the farm with provisions for which he received payment, and that this was done at the solicitation of the said farm hands ; that deponent exchanged potatoes, which he purchased, with the Indians for sugar for his own use ; that S. Strauss left three hundred dollars with deponent, one year ago last winter for the purchase of furs from the traders ; that he, the said deponent, gave the said money to Joseph Gauthier, who purchased for deponent furs to the value of seventy dollars, and returned the balance to deponent, which he, deponent, returned to Mr. Strauss ; that during each spring, any excess of wheat or rye, left after seeding, has been sent by deponent to the mill to be ground, and distributed among the poor of the tribe ; that a year ago last summer all the wheat raised on the reservation was spoiled by the rust, and was unfit for sowing, and consequently deponent recommended to agent Bonesteel to purchase about two hundred bushels of wheat to sow on the said reserve for the Indians ; that it has been the custom to plough and sow for the employés on the reservation, under instruction from previous agents, and that the same custom has been pursued under the agency of the present agent ; that as a general custom he, deponent, has paid for his own firewood ; that occasionally when the hands were unemployed he, deponent, has employed them in cutting wood at his own house ; that the firewood purchased by deponent was purchased of Indians, and that the price he paid therefor was generally ten shillings per cord ; that in the spring of the year eighteen hundred and fifty-nine, four hundred sacks of flour and one hundred barrels of pork were distributed to the Indians on the said reservation ; that on the previous February, one hundred and fifty bushels of corn were distributed ; and that after the distribution of said flour and pork, two hundred and ten bushels of seed wheat was distributed among the said Indians ; that the difference in the time of the arrival of said flour and before the whole amount reached the said agency was about ten days ; that it was brought thither in both sleds and wagons ; that deponent does not remember whether the said flour and pork arrived at the reservation previous to the departure of the Indian delegation for Washington ; that he, deponent, thinks the said delegation returned to the reservation during the latter part of the month of March in said year ; that he thinks that the provisions were all distributed some two days prior to the arrival of the said delegation from Washington.

FRIEDRICH HAAS.

Sworn and subscribed before me this 21st day of April, 1860.

I. S. TALLMADGE,

Notary Public, Fond du Lac County, Wisconsin.

No. 44.

*Deposition of Isaac S. Tallmadge.*STATE OF WISCONSIN, *Fond du Lac County*, ss :

Isaac S. Tallmadge being duly sworn, deposes and says: That he is a resident of the city and county of Fond du Lac, in said State, and that he has resided in said city for the space of ten years and upwards; that he is well acquainted with A. D. Bonesteel, United States Indian agent, and has known him for the last ten years or more; that this deponent, at the request of the said Bonesteel, in the month of January, in the year 1859, accompanied him to the Menomonee reserve for the purpose of assisting him in making some applications for bounty land warrants, under the provisions of the act of Congress of 1855, for some of the Menomonee Indians, who claimed to be entitled thereto for services rendered during the Black Hawk war; that on the 7th or 8th of January, 1859, as deponent now recollects the time, he was present at a council of the Menomonee Indians, held on their reserve; that said council was continued from time to time, and was held for the purpose of preparing applications for the Indians to obtain bounty land warrants for the aforesaid services; that at said council, besides the Indians collected, were constantly present the said A. D. Bonesteel, this deponent, and William Powell, United States interpreter for said Indians; that on the opening of the said council the said Bonesteel, through the said Powell, informed the Indians as to the nature of the business he had come to transact with them, which was that, he had come to make application for their warrants, as he had sometime before promised them he would; they were then in like manner instructed by the said Bonesteel as to what persons he supposed were entitled to warrants, which instructions were, as near as this deponent now recollects the same, to the effect that the warrior who performed the service was entitled to the warrant, or if he was not living, the widow of the deceased warrior would be entitled, or if neither the warrior nor widow were living, the minor child or minor children of the deceased warrior would be entitled. And deponent further says, that many questions were asked by the Indians in reference to the rights of those alleging to have such claims, all of which questions were correctly and properly answered, as this deponent believes, by the said Bonesteel, through the said Powell, the said interpreter, which instructions, explanations, and answers, from what deponent saw and heard, he believes were fully understood by the Indians; that the Indians were then requested to present the names of those persons who claimed warrants; if the name was that of the warrior who performed the service, he was questioned by the said Bonesteel as to the particulars of the service rendered, his age, and other facts required to be stated in his declaration, and his answers were reduced to writing for the purpose of afterwards drafting the declaration from; in the same manner, if the applicant was a widow or minor child, were they questioned; and in the same manner was each witness offered to substantiate such facts questioned and their answers reduced to writing; that

on each application the same formula was gone through, and at times questions would be asked them by the said Bonesteel to test their credibility. The applications with accompanying affidavits were then prepared, and generally before taking a recess, where papers were ready for signing, the person making the application, together with his witnesses were called forward, the declaration and affidavits, were read and interpreted by the said Powell; they were then asked if they understood them, and if they were true, to sign them; and in like manner they were sworn by the said Bonesteel to the truth of said papers; that precisely this same proceeding was gone through on each application which was there made. And deponent further says, that the said Bonesteel frequently cautioned them against making improper applications, and from time to time cautioned the witnesses about making wilful misrepresentations as to the matters to which they were required to swear, and the consequences of taking a false oath duly and fully explained.

I. S. TALLMADGE.

Sworn and subscribed before me this 15th day of May, 1860.

CHARLES W. WHINFIELD,
Notary Public, Fond du Lac County, Wisconsin.

No. 45.

Letter from A. D. Bonesteel.

FOND DU LAC, May 14, 1860.

SIR: It has been suggested by my counsel in the investigation just had before you touching my official conduct as United States Indian agent, on a review by him of the testimony taken on said investigation, that perhaps it might be proper to make an explanation on two points attempted to be made by the counsel for the Indians. If you recollect, a question was asked by Mr. Howe, of (I think) the witness J. S. Cavert, as to the payment of the rent for the last year of the store he occupied on the Monomonee reserve. This inquiry was objected to by my counsel on the ground that the counsel for the Indians, Mr. Howe, had fully closed his case before Mr. Cavert was called as a witness for me, and the inquiry lead to the introduction of new matter. This objection was sustained by yourself, and the question excluded. The course was deemed very important by my counsel at the time, as the counsel for the Indians (Mr. Howe) exhibited a strong disposition at all times to reopen his case, which, if it had been permitted, would have had the effect to have protracted the investigation to a very tedious extent.

As I have nothing to conceal in reference to any matters appertaining to my official conduct, I would now state there are two stores on the reserve—one occupied by Mr. Cavert, the person before alluded to, the other by Mr. Morse. The understanding in reference to these stores with the chiefs and the tenants has been that the rent of the

store Cavert occupies should go to the Pagans chief, and should be paid in tobacco at the rate of one hundred dollars per year. The rent of last year for this store has not been paid. The rent of the store occupied by Morse was one hundred and twenty-five dollars per year, and was to be applied for the benefit of their church. The rent for this year has been paid, and the proceeds applied for that purpose under the direction of the Christian chiefs.

The other point to which I would call your attention is the payment of the miller, Leach, during the first winter of my term of office. The fact in reference to this is, that Mr. Leach obtained a leave of absence—for how long a time I do not now precisely recollect. He was unwell at the time, and this was the main reason for granting him the leave. He was quite ill for some months afterwards, and on recovering his health he resumed his work. I thought it no more than right, under the circumstances, that he should be paid his full salary, and accordingly did so, without making a deduction for his first time. A portion of that time, you will bear in mind, was during the fall and winter, when nothing could be done, in his capacity of miller, on account of the weather. His other absences have been on leave, and during the winter months, when his presence at the mill was not required, and during which time it could not be run on account of the severity of the weather.

I would also state that I have been charged with making my purchases of supplies for the Menomonee Indians at private sale. No proof to sustain such a charge has been adduced, none has been offered, and none such, I may say, can be found. It may be proper for me to state, however, that all my purchases have been made by contract, of the letting of which due and public notice for proposals for said supplies have been given, and such contracts have always been let to the lowest and most responsible bidder.

I am, sir, very respectfully, your obedient servant,

A. D. BONESTEEL,
United States Indian Agent.

of the schools, and occasionally for the use of the office agent, and also for his, deponent's, own use; that he, deponent, testimony regarding the feed given to the horses of straggle to be understood that when there was no grain or hay in the barn, he fed from the common stock in the Menomonie deponent returned at his own expense the amount of hay so used; that deponent bought oats for the use of the agent from William Grinder, of Shawano, for which deponent testified that deponent supplied the hands employed on the farm for which he received payment, and that this was a solicitation of the said farm hands; that deponent exchanged which he purchased, with the Indians for sugar for his own use. S. Strauss left three hundred dollars with deponent, one winter for the purchase of furs from the traders; that deponent, gave the said money to Joseph Gauthier, who sold deponent furs to the value of seventy dollars, and returned the balance to deponent, which he, deponent, returned to Mr. Strauss during each spring, any excess of wheat or rye, left over has been sent by deponent to the mill to be ground, and distributed among the poor of the tribe; that a year ago last summer wheat raised on the reservation was spoiled by the rust, unfit for sowing, and consequently deponent recommended to the agent to purchase about two hundred bushels of wheat to be held in said reserve for the Indians; that it has been the custom to plant and sow for the employes on the reservation, under instructions of previous agents, and that the same custom has been pursued by the agency of the present agent; that as a general custom deponent has paid for his own firewood; that occasionally when there were unemployed he, deponent, has employed them in cutting wood for his own house; that the firewood purchased by deponent was sold to the Indians, and that the price he paid therefor was generally ten dollars per cord; that in the spring of the year eighteen hundred and fifty-nine, four hundred sacks of flour and one hundred bushels were distributed to the Indians on the said reservation; that in the previous February, one hundred and fifty bushels of flour were distributed; and that after the distribution of said flour and one hundred and ten bushels of seed wheat was distributed to the said Indians; that the difference in the time of the distribution of flour and before the whole amount reached the said agent was ten days; that it was brought thither in both sleds and dogsleds; deponent does not remember whether the said flour and provisions were at the reservation previous to the departure of the delegation for Washington; that he, deponent, thinks the said delegation arrived at the reservation during the latter part of the month of April of the year; that he thinks that the provisions were all distributed within ten days prior to the arrival of the said delegation from Washington.

FRIEDRICH

Sworn and subscribed before me this 21st day of April

I. S. TALLM

Notary Public, Fond du Lac County

No. 44.

*Deposition of Isaac S. Tallmadge.*STATE OF WISCONSIN, *Fond du Lac County, ss:*

Isaac S. Tallmadge being duly sworn, deposes and says: That he is a resident of the city and county of Fond du Lac, in said State, and that he has resided in said city for the space of ten years and upwards; that he is well acquainted with A. D. Bonesteel, United States Indian agent, and has known him for the last ten years or more; that this deponent, at the request of the said Bonesteel, in the month of January, in the year 1859, accompanied him to the Menomonee reserve for the purpose of assisting him in making some applications for bounty land warrants, under the provisions of the act of Congress of 1855, for some of the Menomonee Indians, who claimed to be entitled thereto for services rendered during the Black Hawk war; that on the 7th or 8th of January, 1859, as deponent now recollects the time, he was present at a council of the Menomonee Indians, held on their reserve; that said council was continued from time to time, and was held for the purpose of preparing applications for the Indians to obtain bounty land warrants for the aforesaid services; that at said council, besides the Indians collected, were constantly present the said A. D. Bonesteel, this deponent, and William Powell, United States interpreter for said Indians; that on the opening of the said council the said Bonesteel, through the said Powell, informed the Indians as to the nature of the business he had come to transact with them, which was that, he had come to make application for their warrants, as he had sometime before promised them he would; they were then in like manner instructed by the said Bonesteel as to what persons he supposed were entitled to warrants, which instructions were, as near as this deponent now recollects the same, to the effect that the warrior who performed the service was entitled to the warrant, or if he was not living, the widow of the deceased warrior would be entitled, or if neither the warrior nor widow were living, the minor child or minor children of the deceased warrior would be entitled. And deponent further says, that many questions were asked by the Indians in reference to the rights of those alleging to have such claims, all of which questions were correctly and properly answered, as this deponent believes, by the said Bonesteel, through the said Powell, the said interpreter, which instructions, explanations, and answers, from what deponent saw and heard, he believes were fully understood by the Indians; that the Indians were then requested to present the names of those persons who claimed warrants; if the name was that of the warrior who performed the service, he was questioned by the said Bonesteel as to the particulars of the service rendered, his age, and other facts required to be stated in his declaration, and his answers were reduced to writing for the purpose of afterwards drafting the declaration from; in the same manner, if the applicant was a widow or minor child, were they questioned; and in the same manner was each witness offered to substantiate such facts questioned and their answers reduced to writing; that

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CHARLES W. WHINFIELD,
Notary Public, Fond du Lac County, Wisconsin.

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As I have nothing to conceal in reference to any matters appertaining to my official conduct, I would now state there are two stores on the reserve—one occupied by Mr. Cavert, the person before alluded to, the other by Mr. Morse. The understanding in reference to these stores with the chiefs and the tenants has been that the rent of the

store Cavert occupies should go to the Pagans chief, and should be paid in tobacco at the rate of one hundred dollars per year. The rent of last year for this store has not been paid. The rent of the store occupied by Morse was one hundred and twenty-five dollars per year, and was to be applied for the benefit of their church. The rent for this year has been paid, and the proceeds applied for that purpose under the direction of the Christian chiefs.

The other point to which I would call your attention is the payment of the miller, Leach, during the first winter of my term of office. The fact in reference to this is, that Mr. Leach obtained a leave of absence—for how long a time I do not now precisely recollect. He was unwell at the time, and this was the main reason for granting him the leave. He was quite ill for some months afterwards, and on recovering his health he resumed his work. I thought it no more than right, under the circumstances, that he should be paid his full salary, and accordingly did so, without making a deduction for his lost time. A portion of that time, you will bear in mind, was during the fall and winter, when nothing could be done, in his capacity of miller, on account of the weather. His other absences have been on leave, and during the winter months, when his presence at the mill was not required, and during which time it could not be run on account of the severity of the weather.

I would also state that I have been charged with making my purchases of supplies for the Menomonee Indians at private sale. No proof to sustain such a charge has been adduced, none has been offered, and none such, I may say, can be found. It may be proper for me to state, however, that all my purchases have been made by contract, of the letting of which due and public notice for proposals for said supplies have been given, and such contracts have always been let to the lowest and most responsible bidder.

I am, sir, very respectfully, your obedient servant,

A. D. BONESTEEL,
United States Indian Agent.

MISSISSIPPI RIVER—SOUTHWEST PASS AND PASS À
L'OUTRE.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING,

In compliance with a resolution of the House, a report of the entire action of the War Department in the execution of the act of 1856, providing for the removal of obstructions to navigation in the mouth of the Mississippi river.

DECEMBER 6, 1860.—Referred to the Committee on Commerce, and ordered to be printed.

WAR DEPARTMENT,
December 5, 1860.

SIR: In compliance with the resolution of the House of Representatives of the 16th April last, by which the Secretary of War is requested to report the entire action of the War Department in the execution of the act of February 8, 1856, "to remove obstructions to navigation in the mouth of the Mississippi, at the Southwest Pass and Pass à l'Outre," I have the honor to transmit herewith a report from the chief topographical engineer, with its accompaniments, communicating the desired information.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. WILLIAM PENNINGTON,
Speaker of the House of Representatives.

THIRTY-FIFTH CONGRESS, FIRST SESSION.—Ex. Doc. No. 139.

Message from the President of the United States, transmitting copies of contracts for deepening the channels of Southwest Pass and Pass à l'Outre, at the mouth of the Mississippi river.

To the House of Representatives:

I transmit herewith a report from the Secretary of War, with the accompanying papers, in obedience to the resolution of the House of Representatives of the 2d of June, 1858.

JAMES BUCHANAN.

WASHINGTON CITY, June 11, 1858.

WAR DEPARTMENT,
Washington, June 11, 1858.

SIR: I have the honor herewith to transmit copies of the contracts entered into between the United States and Messrs. Craig & Rightor for deepening the channels of the Southwest Pass and Pass à l'Outre, at the mouth of the Mississippi river, together with the report of the board of engineers appointed to examine the several proposals made therefor, and the reports of the officer superintending the work, with other correspondence relative to its progress under said contract; the same having been called for by a resolution of the House of Representatives of the 2d instant.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

The PRESIDENT OF THE UNITED STATES.

Inspection report on the passes of Mississippi river, May 31, 1858, by Lieutenant Colonel Long, topographical engineers.

NEW ORLEANS, May 31, 1858.

SIR: During the last four weeks I have been almost constantly occupied in the inspection of the passes of the Mississippi, and of the works in progress for the removal of obstructions therefrom.

I take leave to report the result of my operations and inquiries relating to these subjects.

Since my inspections in April and November, 1857, manifest changes have occurred in the depths of the channels leading across the tidal bars at the mouth of the Southwest Pass and of the Pass à l'Outre.

The depths in both passes have increased very materially since the dates of those inspections, as will be shown in the tabular synopsis hereinafter to be presented. The cause of these changes cannot be

demonstrated with any degree of certainty. Those in the Southwest Pass may be attributed, in part, to the agency of the pile wing dam, constructed by Messrs. Craig & Rightor, while those in the Pass à l'Outre cannot have been produced in any degree by a similar cause, for they, no doubt, occurred prior to the commencement of operations in this pass by the said contractors above named.

The following synopsis will indicate the nature and extent of the more material changes that have taken place since November last:

Abstract of soundings in channel of Southwest Pass.

November, 1857.—18, 16, 17, 17, 17, 17, 17, 16, 16, 15, 15, 15, 16, 16, 16, 16, 16, 15, 15, 15, 15.

May, 1858.—19, 19, 20, 21, 21, 21, 22, 21, 20, 21, 20, 19, 20, 22, 21, 22, 22, 22, 21, 21.

November, 1857.—16, 16, 16, 16, 16, 16, 15, 15, 15, 15, 15, 15, 15, 15, 15, 15, 15, 16, 16, 16.

May, 1858.—21, 20, 20, 19, 20, 19, 18, 18, 19, 19, 19, 17, 18, 18, 19, 19, 18, 19, 19, 18, 19.

November, 1857.—15, 15, 15, 15, 16, 16, 16, 16, 16, 16, 15, 15, 15, 15, 15, 16, 16, 17, 18, 19, 20.

May, 1858.—19, 19, 19, 20, 19, 19, 19, 19, 18, 18, 19, 19, 19, 20, 20, 18, 19, 19, 19, 20.

The soundings of the synopsis were made in the deepest channel of the pass, and through a distance of about one and a quarter mile from the site of the can buoy to the margin of the Gulf, but without any special regard to its width, direction, or straightness of courses. On arriving at the crest of the tidal bar, about 200 yards from the Gulf, the main channel is divided into two narrow subordinate channels, respectively, of about equal capacity: one about 200 feet wide, veering to the right or westward, and the other, about 150 feet wide, to the left or eastward, which are separated from each other by a bar called the *Middle Ground*, composed of sundry mud lumps, which divide the channels one from another, and on which the depths of water vary from 17 to 13 feet.

These obstructions cause the subordinate channels to diverge from each other at a point about 50 yards above the Middle Ground, and the deflections occasioned thereby divert both of these channels from the requisite right line channel leading across the bar.

The head of the Middle Ground, as just intimated, is situated about fifty yards below the crest of the bar. The width of the main channel, as measured along the crest, is about five hundred feet, and the soundings of the crest or across the narrowest part of the channel, beginning on the east and terminating on the west side of the channel, at depths of fifteen feet below the surface of low water, are as follows, viz: 15, 18, 21, 20, 19, 19, 21, 21, 20, 21, 21, 18, 18, 17, 16, 15 feet.

From the various soundings exhibited as above, and from other operations, it is pretty evident that vessels drawing eighteen feet can pass freely across the tidal bar, whether outward or inward bound, without impinging against the bottom of the channel, but they cannot

foot foot

of foot foot

ot foot foot

pursue a straight course to or from the Gulf by reason of the Middle Ground, above mentioned, at a considerable distance above the head of which they must sheer either to the right or left at considerable angles in order to keep clear of the Middle Ground and other obstructions. Moreover, the channels on both sides of the Middle Ground are quite narrow, neither of them being more than two hundred feet in width.

In view of the foregoing considerations, it is apparent that the upper portions of the channel across the tidal bar, through a distance of about one and a quarter mile, viz: from the can buoy downward to the crest of the bar, requires widening and deepening in a very few places only, in order to answer the conditions of the modified contracts of Messrs. Craig & Rightor, in so far as relates to the *opening* of the channel of the Southwest Pass.

The opening of the residue of the channel, viz: from the crest of the tidal bar to the margin of the Gulf, about two hundred yards only, in conformity to the stipulations of the contract, which call for a channel three hundred feet wide and eighteen feet deep, leading in a straight direction across the entire bar to the deep water of the Gulf, will require the reduction and removal of the Middle Ground, &c., described as above, to the depth of eighteen feet.

In connexion with the changes indicated by the soundings, &c., exhibited in the foregoing remarks, other changes and occurrences worthy of notice have taken place since my inspections of April and November, 1857. The principal changes, &c., last mentioned are, briefly, as follows:

1st. The channel across the immediate crest of the bar has been transferred a considerable distance to the westward of the position occupied by it in the spring of 1857.

2d. A mud lump on the easterly side of the old channel, which previously had a depth of eight feet on its summit, has recently risen to the height of about seven feet above the surface of the water.

3d. A mud lump near the westerly side of the contemplated new straight channel, and about one hundred and twenty yards below the crest of the bar in April, 1857, had a depth of ten feet at its summit, but at the present time has a depth of only six feet, and appears to be still rising.

4th. The old east channel, leading across the line of the pile dam, and trending southeastward towards the Gulf, had a depth of about eight and a half feet across the bar in 1857, but the water upon it has only now about half that depth. This change has obviously been produced in part, if not entirely, by the pile dam, which has undoubtedly contributed to the increase of the volume of water passing downward in the main channel of the pass.

5th. The main channel, in its passage across the entire tidal bar from the can buoy gulfward, has been gradually removing westward during the last half year.

6th. In February last the old can buoy (a hollow cylinder, made of boiler iron, anchored at the head of a shoal in the channel) was accidentally displaced and lost in the Gulf. A similar buoy, &c., has since been procured by Captain Semmes, of the navy, and substituted

for the lost buoy in a position about 100 feet from that previously occupied by the latter.

7th. Within the last year about two-thirds of the upper part of the pile dam, viz: from the point A (see chart accompanying my inspection report of December last) to the edge of the marsh above, about 1,500 feet have been demolished. The lower portion of the dam, from A to its lower end, 4,223 feet, has been ruptured in no less than six places by breaches ranging from 10 to 150 feet in width.

Notwithstanding the occurrence of these breaches, the structure which, unimpaired, contributed to check the current through the old east channel mentioned in the 4th item, as above, and evidently occasioned the accumulations of mud in its wake, thus reducing the depth of water in that channel.

8th. Since the date of my inspection report of December last, nothing has been done towards extending the pile dam or forming new ones in the Southwest Pass. The water craft and other apparatus employed by the contractors remain as then reported. In March last the craft, &c., just mentioned, were removed from the Southwest Pass, and are now employed in the construction of a pile dam in Pass à l'Outre.

9th. The craft and machinery lately introduced into the Southwest Pass for the purpose of deepening and widening the channel consist of a large steam tug called the "Downs," formerly employed as a tow-boat, one mud scow, one yawl, and one skiff.

The machinery, exclusive of the steam-engine, boilers, &c., belonging to the boat, consists of two cast iron harrows, with scrapers, (one of which has been lost in the pass, in consequence of the breaking of the chains with which it was manœuvred,) one set of dredging apparatus, consisting of two semicircular buckets of a capacity to contain three cubic yards in both, together with a large beam to which the buckets are attached, chains and other tackle, anchors, &c, adapted to the working of the boat and machinery.

When in fair and full operation, the buckets are lifted to the surface of the water, charged to overflowing with compact mud scooped from the mud lumps at the bottom of the channel.

The excavated mud is so compact and adhesive that it will often remain in the buckets, even with their discharging hatches open, till they rise to the surface of the water. The dredging done in this way, all things being favorable, amounts to three cubic yards in six to eight minutes, or about $25\frac{1}{2}$ cubic yards per hour.

10th. Navigable currents leading across the bar, and especially their great rapidity during the lower stages of the tide, render it extremely difficult to guide a steamer, or even a yawl, to the points where dredging is required. The successive steps to be taken in prosecuting the work of dredging, are: 1st, to discover the point, position, or mud lump at which dredging must be done; 2d, to anchor the dredge-boat at a proper distance above the place to be dredged, with a length of cable sufficient to allow the boat to drop below the place; 3d, to dredge upon or against the current till the dredge buckets are filled; and lastly, to drop below the place and empty the buckets in deep water.

11th. The following manner of operations has been found equally

efficacious, viz : to anchor the boat as before, and then dredge with open buckets, cutting away the tops of the mud lumps, &c. The hard crust of the lumps being thus ruptured, the mud detached from them becomes exposed to the abrasions of strong currents and the buffetings of the Gulf billows, and is soon reduced again to an impalpable alluvion, and is washed away.

12th. The method of reducing the mud lumps by the use of a massive harrow of cast iron, armed with teeth on its sides, and a scraper at its aft transom, was tried successfully for about two weeks, but accidentally the drag chains by which it was worked failed, and the harrow was lost in the pass.

13th. The dredge buckets were substituted instead of the harrow after the accident above noticed, and proved more manageable and efficacious in scalping the mud lumps than the harrow.

On the 7th instant, and under a conviction that the condition of the Southwest Pass justified the proceeding, I prepared and forwarded to the bureau a brief report, of which the following is a copy, viz :

“ SOUTHWEST PASS, *May 7, 1858.*

“ SIR : Having very recently inspected the work done at this pass under the modified contract of Messrs. Craig & Rightor, for the removal of obstructions therefrom, I have the honor to report briefly thereon as follows, viz :

“ The dredge-boat ‘ Downs,’ previously used as a tow-boat on the Mississippi, below New Orleans, was procured and furnished with appropriate dredging apparatus, consisting of harrows, rakes, scrapers, &c., &c., all of approved dimensions and construction, in the months of February and March last.

“ The outfit, as above, having been completed, the boat commenced operations on the tidal bar on the 22d day of March, and continued to operate successfully during a period of about three weeks, with occasional interruptions and hindrances by boisterous weather. The operations have been continued with similar success, and even to greater advantage than had been anticipated to the present time, the interruptions and hindrances from stress of weather having been more frequent and formidable than before during the last three weeks.

“ In addition to the employment of the boat and dredging apparatus, as above, the blasting of the mud lumps at the bottom of the channel with heavy charges of powder has been successfully tried, and the results produced thereby have been highly satisfactory. In view of the whole case, I am decidedly of the opinion that the measure of relief contemplated in my report to the bureau of the 25th of February last may be fairly extended to the contractors, *to wit* : the payment of \$30,000 as the first instalment therein contemplated to be paid ; and although the time for the payment of the second instalment of \$36,000 has not yet elapsed, I am, moreover, of the opinion, in view of the advancement made towards the fulfilment of the first branch of the

contract, viz: the opening of the channel, that this latter instalment may also be paid without detriment to the United States.

“Respectfully, sir, your obedient servant,

“S. H. LONG,

“*Lieut. Col. Topographical Engineers.*

“Colonel J. J. ABERT,

“*Chief Topographical Engineers, Washington, D. C.*

“P. S.—It is expected that the work under the first branch of the contract for the Southwest Pass, relating to the opening of the channel in this pass, will be ready for final inspection in the course of a few weeks, the weather continuing favorable.

“S. H. LONG, U. S. A.”

The mud lumps, which are the most serious and formidable obstructions in the way of navigation, invariably rise and present themselves at or above the surface of the water, along the crest of the tidal bar, or between the crest and the open Gulf. In consequence, the outflow of the Mississippi passes off through the openings between the lumps in greater or less volumes, according to the width and depth of the openings. Hence, the multiplicity of the passes through which the waters of the Mississippi are discharged. The lumps are commenced, and continue to rise, so long as the water, gases, &c., confined beneath their crusts or coverings retain a specific gravity less than that of the water by which they are surrounded, and emit salt water, fine mud, gases, &c., at their summits, till the supplies of these light and levigated materials are exhausted; after which the lumps gradually subside, and become components, in part, of the marshy ground through which the several passes convey their water.

By cutting away the summits of these lumps, and reducing the thickness of their crusty coverings, the discharge of their light materials and the reduction of their substance are materially accelerated. The process of blasting with heavy charges of gunpowder (50 to 150 or 200 pounds to the charge) has been tried, and the result produced has proved satisfactory. A torpedo, charged with fifty pounds of powder, has been exploded at a formidable mud lump on the easterly side of the channel, near the margin of the Gulf, which, after reducing the lump, occasioned a copious and violent ebullition of gases, &c., which continued at least twenty minutes from and after the explosion.

The experiment, as above, would have been repeated, but the unfavorable state of the weather and other untoward circumstances have prevented the repetition. This mode of operating upon the mud lumps, and upon the hard bars, not only of the Southwest Pass, but upon those of Pass à l'Outre, is intended to be introduced generally, and is relied upon as the most effectual and economical means of removing the obstructions occasioned by impediments of this sort.

The examinations of the Southwest Pass were conducted by the aid of numerous line soundings, in the direction and within the limits of the proposed new channel; and still many more random soundings were made within and at the sides of the same channel. The soundings were as follows, viz: On the 7th of May two lines were sounded

along the centre of the channel, from the can buoy to the Gulf, the depths ranging from twenty-three to eighteen feet.

On the 8th, the forces on the dredge-boat were employed in repairing an accident, which occasioned the breaking of the hoisting chains of the dredging apparatus; a stronger chain was substituted. In the meantime Captain Johnson, with his boatmen and skiff, aided me in making numerous random soundings in the extensive water field, situated above the crest of the tidal bar, the depth ranging from twenty-two to two feet.

On the 9th, this being Sunday, and the weather stormy, nothing was done on the work.

On the 10th, the weather continued windy and rainy through the day; operations were again suspended.

On the 11th, made numerous random soundings on the bar and Middle Ground, between the crest and the Gulf, and for the most part within the channel way, the depths ranging from twenty-six to fifteen and a half feet.

On the 12th, sounded across the channel at the crest of the bar, the depths ranging from nineteen and a half to seventeen and a half feet. The most formidable obstructions in the channel way are included within an area of 100 by 200 yards, embracing the Middle Ground, and situated between the crest and the Gulf. Within this area are four mud lumps, partially reduced, which are the only obstructions to be removed. On the same day made two series of line soundings and numerous random soundings below the crest in the channel way, the depths of the latter varying from twenty-seven to seventeen feet.

On the 13th, made four series of line soundings, the depths varying from twenty-two to eighteen feet; also numerous random soundings between the can buoy and the crest, and between the crest and the Gulf, the results being similar to those of the 11th and 12th.

On the 14th, made two series of line soundings, the depths in almost every instance exceeding eighteen feet.

On the 15th, made two series of line soundings, the results continuing equally favorable; also numerous random soundings on the Middle Ground and its lumps, the results gradually becoming more favorable.

On the 16th and 17th, the weather being unfavorable for work in the Southwest Pass, we proceeded to Pass à l'Outre and returned.

On the 18th, I proceeded to New Orleans for duties there.

On the 25th, I returned to the Southwest Pass, and resumed my examinations; made four series of line soundings in the channel, between the can buoy and the Gulf, the depths ranging from twenty-two to seventeen feet, and obviously becoming more favorable than before; also made more than 300 random soundings in the new channel way below the crest of the bar.

On the 26th, made two series of line soundings, 300 feet apart, for the purpose of determining the width of the channel and its depth at the sides thereof, the depths at the sides varying from 22 to 17 feet. These soundings did not appear sufficiently reliable, by reason of the deviations from the channel, occasioned by the force of the winds, the passing of tow-boats, and the action of water currents. We also

made, on the same day, more than 130 soundings in the channel way below the crest of the bar, the depths varying from 26 to $17\frac{1}{2}$ feet, and the weather continuing unfavorable through the day.

On the 27th, the weather being rainy and somewhat boisterous, we proceeded to Pass à l'Outre and returned. In the afternoon, the weather becoming more favorable, we resumed our measurements of the width and depth of the channel, but were again unsuccessful, being interrupted by the passage of tow-boats and the roughness of the water below the crest of the bar. The results obtained were similar to those of yesterday. Many random soundings were also made this day.

On the 28th, repeated the line soundings for determining the width of the channel, the weather being more favorable, and the observations being more carefully made than those of the two preceding days; the results of the line soundings will be presented in the sequel, under the head of "Tidal inspection of the channel," &c. Moreover, we made 575 random soundings in the channel way at and below the crest of the bar, the depths varying from twenty-five to eighteen feet, the tide at the time being about three inches below the surface of ordinary low water.

On the 29th, I prepared and forwarded to the Topographical bureau a report, of which the following is a copy:

"NEW ORLEANS, *May* 29, 1858.

"SIR: Two telegraphic despatches, one of which is in duplicate, have been received from the Topographical bureau, one dated on the 22d and the other on the 26th instant, both relating to the payment of the instalments proposed in my report of the 25th of February last. The receipt of both have been duly acknowledged.

"I have the honor to report that, on a thorough inspection of the channel, and of the work done under the modified contract of Messrs. Craig & Rightor, for the removal of the obstructions from the mouth of the Southwest Pass, made and concluded on the 28th day of May, 1858, a straight channel has been opened entirely across the tidal bar, having a width of at least 300 feet, and a depth of 18 to 22 feet. The direction of the channel, from its head, near the can buoy, to its entrance into the deep water of the Gulf, is south 25° west.

"The opening of the channel has undoubtedly been effected, in part, by the work that has been done under the contract, and in part by the agency of the water currents in the pass, and by other natural causes.

"Hence, in accordance with the stipulations of the modified contract, in so far as they relate to the *opening* of the channel in the Southwest Pass, the compensation to be made for the opening thereof, viz: one hundred and twenty-five thousand dollars, (\$125,000,) all payments being included, is now payable to the contractors.

"Moreover, the first branch of the contract being fulfilled, as above, the stipulations for *keeping open* the channel, as provided for in the same contract, will go into operation, and remain binding on the contractors from and after the 28th of May, 1858.

"All necessary details relating not to the improvement of the Southwest Pass, but to that of Pass à l'Outre also, will be presented

in my inspection report, which will be prepared and forwarded as soon as practicable.

“Respectfully, sir, your obedient servant,

“S. H. LONG,

“Lt. Col. T. E.

“Col. J. J. ABERT,

“Chief Top'l Eng'rs, Washington, D. C.”

Final inspection of the channel of the Southwest Pass, as opened under the modified contract of Messrs. Craig & Rightor, in a straight direction (S. 25° W.) from the can buoy, across the tidal bar to the open Gulf, agreeably to said contract.

Having made numerous line soundings within the channel, and countless random soundings within and near said channel, the latter for the most part having been made between the crest of the tidal bar and the open Gulf, within an area of 300 feet in width by 600 in length, we proceeded to the execution of more careful soundings and other observations for determining the width and depth of the channel opened as above, in the fulfilment of the first branch of the contract, which relates exclusively to the opening of said channel.

The means and appliances employed in determining the width and depth of the opened channel were as follows, viz:

1. The steamer Downs, which was conducted downward into the centre of the channel, floating with the current.

2. Two skiffs, manned with two oarsmen and one experienced leadsman in each, floating downward *pari passu* with the steamer, and connected to the latter by a line 300 feet long, stretching across its bow, and kept straight and above the surface of the water by rowing the skiff outward and downward in a manner to keep the line *taut* and square across the steamer.

3. The leadsmen were required to sound at both extremities of the line, and to call out the soundings in a loud and distinct voice.

4. The soundings thus proclaimed were at once recorded in a note book kept by Captain William Johnson, my acting assistant. These operations were commenced on the 27th instant, but the results produced thereby proved unsatisfactory, by reason of a strong breeze, by which the surface of the pass was too much ruffled to admit of reliable observations.

On the 28th, the day following, the operation was resumed, the weather and other circumstances being much more favorable than before. The results on both occasions were similar, but those obtained on this day were far more reliable. The latter are presented in the following synopsis:

Soundings at the easterly and westerly margin of the improved channel.

Easterly margin.—18, 18, 18, 18, 19, 19, 18, 19, 19, 18, 19, 18, 19, 19, 19, 19, 19.

Westerly margin.—19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19.

Easterly margin.—19, 20, 19, 19, 19, 19, 19, 20, 20, 20, 21, 21, 21, 20, 22, 21, 22, 22.

Westerly margin.—19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 18, 18, 19, 19, 19, 19, 18.

Easterly margin.—23, 21, 21, 20, 21, 20, 21, 21, 19, 20, 20, 21, 21, 21, 21, 20, 19, 19, 18, 22, 26.

Westerly margin.—19, 19, 19, 19, 19, 19, 19, 19, 19, 18, 19, 18, 18, 18, 19, 19, 23, 24, 18, 24.

In order to render the accuracy of the 4th sets of soundings presented near the end of the tabulation, which were much affected by the Gulf billows, more than 500 random soundings were made with the utmost care, within and along the margins of the channels, (and all within the limited area of 300 by 600 feet, which embraces the sites of the four mud lumps before mentioned, all of which have been reduced by the agency of the bucket scrapers of the Downs) for the purpose above mentioned, viz: the verification of the accuracy of the channel soundings. The random soundings just mentioned varied from 28 to 18 feet, no depth indicated thereby being less than 18 feet.

The stage of water at which the soundings, as above, were made, was, as nearly as was practicable to ascertain, about three inches below mid-lunar tide, (viz: tides unaffected by winds.) This stage is rather below "ordinary low water," as inferred from a protracted series of observations by tide gauges prepared under my direction.

Hence, I have come to the conclusion that a straight channel 300 feet wide and 18 feet deep is now open entirely across the tidal bar of the Southwest Pass to the open Gulf, and that the stipulated payment of \$125,000, agreeably to the modified contract of Messrs. Craig & Richter for opening said channel, is now due to them, jointly, as one of the parties of said contract.

I have also come to the conclusion that the other branch of the contract, which relates to the *keeping open* of the said channel in the Southwest Pass, is operative and binding upon the above-named contractors from and after the 28th day of May, 1858.

Abstract of soundings in channel of Pass à l'Outre.

April, 1857.—16, 15, 14, 13.

May, 1858.—18, 18, 17, 17, 17, 17, 17, 18, 16, 17, 18, 17, 17, 16, 17, 17, 17, 16, 15, 15, 16, 16.

April, 1857.—12, 12, 12, 13, 12.

May, 1858.—16, 15, 16, 17, 16, 16, 16, 15, 16, 17, 17, 16, 15, 16, 15, 16, 17, 16, 16, 15, 15.

April, 1857.—14, 18.

May, 1858.—18, 16, 18, 19, 18, 19, 20, 23, 24.

The channel soundings made in May, as above, were commenced at a point a few hundred feet below the Pass à l'Outre light-house, and continued thence downward about $1\frac{1}{4}$ mile to the open Gulf. No continuous soundings were made in the channel in April, 1857, while those exhibited in the tabular synopsis are taken from mere random soundings made on the tidal bar in that month. The soundings then

made have been inserted, as nearly as practicable, in a manner to coincide with the soundings of the current months, which have been selected from four distinct times of soundings.

The main channel trends downwards in a direction about south 85° west, by the compass. That portion of it requiring improvement passes over a broad shoal, on which the present depth of water is nowhere less than 15 feet, except on a spit or sort of middle ground of considerable size, the head of which is about 100 yards from the Gulf, and on which the depth, in places, does not exceed 12 feet. The channel to be improved may pass either on the northerly or southerly side of the spit without materially affecting the course above given, or it may pass through the spit, should the contractors, on a careful examination, prefer to open the channel by this route. As before intimated, the distance through which, under existing circumstances, the opening of the channel must be carried, is about half a mile. The excavations required, therefore, will amount to about 50,000 cubic yards. Hence, the work remaining to be done in this pass, under the modified contract, will undoubtedly occupy a much longer period than that allowed for its fulfilment.

The head of the channel to be opened commences about 600 yards below the light-house, and extends downward across the tidal bar to the deep water of the Gulf, through a distance of $1\frac{1}{4}$ mile, as above stated. Between the light-house and the head of the new channel, or commencement of the tidal bar, the old channel is some 8 or 9 hundred feet wide, and has a depth everywhere exceeding 18 feet.

From this point downward the volume of water from above spreads over a broad shoal, including the Middle Ground, before noticed, (on which last the depth is only 18 feet,) and passes off to the Gulf with the depths indicated by the soundings recorded in the table for the month of May.

Early in April last Messrs. Craig & Rightor commenced the formation of a pile dam at a point about 120 yards below the light-house, and had extended it, at the time of my late inspection, on the 17th instant, through a distance of one hundred yards. Its direction is about south 70° east, converging towards the main channel at its mouth.

The examination of this pass was repeated on the 27th instant, and line soundings were again made in four distinct series, mostly within or near the route contemplated for the new channel. From these soundings, and from those also made on the 17th instant in the same pass, the following synopsis is prepared, from which it may be perceived that some improvement has taken place in the capacity of the channel within the ten days elapsed, as above.

Abstract of soundings made in Pass à l'Outre on the 17th and 27th May.

May 17, 1858.—18, 18, 17, 17, 17, 17, 17, 18, 16, 17, 18, 17, 17, 16, 17, 17, 17, 17, 16, 15, 15, 16, 16.

May 27, 1858.—19, 18, 18, 17, 18, 18, 17, 18, 17, 17, 17, 16, 17, 17, 17, 17, 17, 17, 17, 17, 17.

May 17, 1858.—16, 15, 16, 17, 16, 16, 16, 15, 16, 17, 17, 16, 15, 16, 15, 16, 16, 17, 16, 16, 15, 15.

May 27, 1858.—16, 15, 16, 17, 17, 17, 17, 15, 16, 17, 17, 16, 16, 16, 16, 17, 17, 16, 17, 15, 16.

May 17, 1858.—18, 16, 18, 19, 18, 19, 19, 23, 24.

May 27, 1858.—17, 16, 18, 18, 18, 18, 19, 21, 23.

The work done on the dam since the 17th instant consists merely in the repairing of a breach formed at the head of the dam more than 100 feet in extent. On the 27th the breach appeared to have been thoroughly repaired, and the contractors were about to engage in the further extension of the dam.

In order to expedite the opening of the channel, the contractors propose to adopt the method of blasting by the use of torpedoes charged with gunpowder. In this way they will be likely to accomplish the object more effectually and economically than by persevering in the construction of pile dams, the utility and especially the stability of which are questions not yet satisfactorily answered.

Agreeably to the statements of the contractors, the materials they now have on hand ready for use consist of 500 square piles, 118,000 superficial feet of plank pilings, and 5,000 pounds of iron, in bolts and bars.

Their large pile boat, "Fanny Fern," has been lying by for repairs in the Southwest Pass for more than two weeks, and still remained unemployed on the 28th instant. In the meantime their smaller pile boat, the "Little Fanny," has been daily employed in repairing the breach in the dam.

On the 31st instant I received a communication from Messrs. Craig & Rightor, of which the following is a copy:

"NEW ORLEANS, *May* 31, 1858.

"DEAR SIR: In consequence of all our energies having been directed to opening of the Southwest Pass, at the mouth of the Mississippi river, we have not progressed with the work at Pass à l'Outre as we confidently expected; and as the time of contract for the Pass à l'Outre will expire on the 1st July next, we have made application to the War Department for an extension of the time of said contract until 1st of June, 1859, confidently believing that we will be enabled to finish the work at an earlier date.

"We will be glad to know whether the extension asked for by us meets your approval.

"Very respectfully, your obedient servants,

"CRAIG & RIGHTOR.

"Col. LONG."

My answer to the foregoing communication is as follows:

"NEW ORLEANS, *May* 31, 1858.

"GENTLEMEN: I am in receipt of your application of this date for a further extension of the period of your modified contract for the removal of obstructions from the channel across the tidal bar at the mouth of Pass à l'Outre from the 1st of July next to the 1st of June, 1859.

"Being fully convinced that the work provided for in said contract cannot be accomplished within the period of the last extension granted, viz: to the 1st of July next, I cheerfully commend the application made, as above, to the favorable consideration of the War Department.

"Respectfully, gentlemen, your obedient servant,

"S. H. LONG,

"Lieutenant Colonel T. E.

"Messrs. CRAIG & RIGHTOR,

"New Orleans, La."

In conclusion, I take leave to observe that I know of no duties that now require my longer sojourn either at New Orleans or the passes, and that I purpose to return to St. Louis by an early conveyance.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel T. E.

Col. J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

LAWS OF THE UNITED STATES.

Laws passed at the first session of the thirty-fourth Congress of the United States of America.

(PUBLIC, No. 33.)

AN ACT to remove obstructions to navigation in the mouth of the Mississippi river, at the Southwest Pass and Pass à l'Outre.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That for the opening and keeping open ship channels of sufficient capacity to accommodate the wants of commerce through the Southwest Pass and Pass à l'Outre, leading from the Mississippi river into the Gulf of Mexico, the sum of three hundred and thirty thousand dollars be, and the same is hereby, appropriated, to be paid out of any money in the treasury not otherwise appropriated, and to be expended under the superintendence of the Secretary of War.

SEC. 2. *And be it further enacted,* That it shall be the duty of the Secretary of War to apply said moneys to the opening and keeping open of the aforesaid ship channel by contract, and at an early day in the next session of Congress to report the progress of the work, the amount necessary to complete it, and an estimate of the annual cost of keeping said channels open, and any contract made shall be limited to the amount hereby appropriated.

IN THE SENATE OF THE UNITED STATES, *July 7, 1856.*

The President of the United States having returned to the Senate, in which it originated, the bill entitled "An act to remove obstructions to navigation in the mouth of the Mississippi river, at the Southwest Pass and the Pass à l'Outre," with his objections thereto, the Senate proceeded, in pursuance of the Constitution, to reconsider the same, and

Resolved, That the said bill do pass, two thirds of the Senate agreeing to pass the same.

Attest:

ASBURY DICKINS,
Secretary of the Senate.

IN THE HOUSE OF REPRESENTATIVES OF THE UNITED STATES, *July 8, 1856.*

The House of Representatives having been notified by the Senate that the bill entitled "An act to remove obstructions to navigation in the mouth of the Mississippi river, at the Southwest Pass and the Pass à l'Outre," had been returned by the President, with his objections, to the Senate, in which it originated, and that the Senate having proceeded, in pursuance of the Constitution, to reconsider the same, had "*Resolved*, That the said bill do pass, two-thirds of the Senate agreeing to pass the same," the House of Representatives proceeded, in pursuance of the Constitution, to reconsider the said bill, and

Resolved, That the said bill do pass, two-thirds of the House of Representatives agreeing to pass the same.

Attest:

WM. CULLOM,
Clerk House of Representatives.

Proposals for deepening the outlets of the Mississippi river into the Gulf of Mexico.

ENGINEER DEPARTMENT,
Washington, August 4, 1856.

Proposals will be received at this office, until the 1st day of October next, for "opening and keeping open ship channels, of sufficient capacity to accommodate the wants of commerce, through the Southwest Pass and Pass à l'Outre, leading from the Mississippi river into the Gulf of Mexico," for which purpose there was appropriated, by act of Congress of 8th of July, 1856, three hundred and thirty thousand dollars.

Bidders are requested to state the amount for which they will contract to open each of the channels specified, throughout a well-defined width of three hundred feet, to a depth of not less than eighteen feet below the level of ordinary low water, which level will be determined by a bench-mark on the shore, to be established by an officer or officers appointed by the Secretary of War; and they are also requested to state the longest period of time for which they will contract to keep

each channel open to such width and depth for the residue of the appropriation, after the amount of their bid for opening, if accepted, is paid, and to state also, in separate proposals, the same particulars for opening and keeping open each channel to a uniform depth of not less than twenty feet throughout a well-defined width of three hundred feet.

The means by which it may be proposed to accomplish the work, and the least time necessary for opening the channels, must be stated in the proposal for each depth.

The right to accept the offer which, in the opinion of the Secretary of War, proposes the best method of accomplishing the object contemplated, and to accept either proposal of any bidder for either of the passes, to the exclusion of the proposals of the same bidder for the other pass, is reserved.

The quantity of matter necessary to be removed from the existing channels at the passes to be deepened, or the distance along either channel to which the work must extend, in order to obtain either of the specific depths, cannot, for want of accurate information as to their present condition, be stated. Persons who desire to undertake the work are expected therefore to inform themselves of its extent and of the best means of accomplishing it.

After a contract has been entered into, the place and direction of the channels to be opened will be designated to the contractor by an officer or officers appointed for that purpose by the Secretary of War, and the amount which may be agreed upon for opening each will be paid after each has been completed, and found, upon examination by an officer or officers, appointed as above, to be conformable in all respects to the stipulations of the contract; but no payment will be made on account of any work done toward opening either channel until after such channel shall have been completed, examined, and approved, as above specified.

At the expiration of one-third of the time during which the channels are to be kept open, eighty per cent. of one-third of the whole amount of the contract for keeping open will be paid; at the expiration of two-thirds of the time an additional payment of one-third of the whole amount contracted for will be made; and at the expiration of the whole time during which the channels are to be kept open, the twenty per cent. retained at the first payment and the remaining third of the whole amount of the contract for keeping the channels open will be paid; but no payment will be made until after the channels have been examined, at each period of payment, by an officer or officers appointed by the Secretary of War, and found to be in all respects conformable to contract.

Proposals must be accompanied by evidence of ability to execute the work in the way and within the time proposed, and should be addressed to the "Engineer Department, Washington," and indorsed "Proposals for opening channels at outlets of the Mississippi river."

When the time within which proposals are to be received has expired, they will be opened and considered, and a contract will be entered into with the bidder or bidders whose plan of operations and

evidences of ability to execute the work are most satisfactory to the Secretary of War.

Accounts for advertising, with two copies of paper containing advertisement, to be sent to Engineer department for payment.

ENGINEER BUREAU,
Washington, October 3, 1856.

In pursuance of the orders of the Hon. Jefferson Davis, Secretary of War, dated the 2d of October, 1856, a board, consisting of Major W. H. Chase, corps of engineers, Captain A. H. Bowman, corps of engineers, Captain A. A. Humphreys, corps of topographical engineers, and Captain H. G. Wright, corps of engineers, assembled in this bureau to-day, and took "into consideration the offers received for opening and keeping open ship channels through the Southwest Pass and Pass à l'Outre, leading from the Mississippi river to the Gulf of Mexico."

The board admitted the presence of the representatives of Messrs. Craig & Rightor and of the New Orleans Towboat Association, for the purpose of receiving such explanations in relation to their respective bids and modes proposed to execute their work as they might desire to make. Neither Messrs. W. E. Stark & Co., the remaining bidders, nor their representatives, presented themselves.

The members of the board, after hearing the explanations of the parties present, and after conference among themselves, arrived at the following conclusions:

1st. That the bid of W. E. Stark & Co., should be rejected as not fulfilling the requirements of the Engineer department in its advertisements for proposals for deepening the outlets of the Mississippi river into the Gulf of Mexico, dated August 4, 1856, insomuch as the bid of the said W. E. Stark & Co. was unaccompanied "by evidence of ability to execute the work in the way and within the time proposed."

2d. That the bid of the New Orleans Towboat Association for deepening the channel through the South Pass to eighteen feet should be accepted for the sum of one hundred and twenty-five thousand dollars, and for keeping open such channel at the rate of seventy-five thousand dollars per annum; there being no question as to the practicability and efficiency of the modes by which the bidders propose to execute their work. Satisfactory evidence to this point being afforded of their ability to enter at once upon the work proposed, seeing that they have on hand powerful steamboats and other machinery to enable them to do so, and of the fact of a similar work having been achieved by them at the same locality, by contract with the United States in the year 1853, the board are of opinion that the acceptance of the bid of the New Orleans Towboat Association will secure the opening of a ship channel of sufficient capacity, in the shortest possible time necessary, to accommodate the wants of commerce through the Southwest Pass.

3d. That the bid of Messrs. Craig & Rightor, for deepening the channel through the Pass à l'Outre, should be accepted for the sum of one hundred and twenty-five thousand dollars, and for keeping such channel open at the rate of forty thousand dollars for five years, for the purpose of enabling the bidders by actual experiment to prove the practicability and efficiency of the modes by which the bidders propose to do their work.

The board have great doubts of the practicability and efficiency of this mode—of the practicability of construction and of efficiency, should the work be accomplished. But an important point will have been ascertained either by its failure or success. If failure is exhibited, future projects on this score would at once be rejected. If success is exhibited, two reliable modes for future improvement will have been obtained: the one by dredging, scraping, and raking, and the other by closing passes and increasing current, or by jetties; and one or the other, or both, maintained as the value of their several results may be determined.

Messrs. Rightor & Craig submitted to the board a letter addressed to the honorable Secretary of War, calling their attention to certain stipulations and requirements of the act of Congress, July 8, 1856, to remove obstructions to navigation in the mouths of the Mississippi river, at the Southwest Pass and Pass à l'Outre, and of the advertisement of the Engineer department, dated August 4, 1856.

Considering the points stated in this letter, the board are of the opinion that the bids of the New Orleans Towboat Association, as well as those of Messrs. Rightor & Craig, are entirely within the requirements of the act of Congress and of the advertisement inviting offers to be made under it. Each of the bidders have stated precisely the *longest period of time* for which they will contract to keep open each channel to such width and depth for *any* residue of the appropriation. The Messrs. Craig & Rightor offer to keep the channel open for *five years*. The New Orleans Towboat Association offer *indefinitely* on this score at \$75,000 per annum.

The advertisement expressly reserves the right on the part of the Secretary of War to accept any offer which, in his opinion, proposes the best method of accomplishing the object contemplated, and to accept either proposal of any bidder for either of the passes, to the exclusion of the proposals of the same bidder for the other pass.

Respectfully submitted.

WM. H. CHASE,
Major of Engineers.

A. H. BOWMAN,
Captain of Engineers.

A. A. HUMPHREYS,
Capt. Topographical Engineers.

H. G. WRIGHT,
Captain of Engineers.

Hon. JEFFERSON DAVIS,
Secretary of War.

WASHINGTON, October 4, 1856.

SIR: I have the honor to enclose herewith the report of the board of officers appointed by your order of the 2d October, 1856, to take into consideration certain offers for the improvement of the passes of the Mississippi.

I enclose herewith the letter of Messrs. Craig & Rightor, addressed to the Secretary of War, with the papers accompanying it.

I have the honor to be, sir, very respectfully, your obedient servant,

WM. H. CHASE,

Maj. of Engineers, Chairman of Board.

Hon. JEFFERSON DAVIS,
Secretary of War.

WAR DEPARTMENT, October 4, 1856.

If the mode proposed by Messrs. Craig & Rightor to open and keep open the passes of the Mississippi is sufficiently feasible to justify a contract with them for the *Pass à l'Outre*, as recommended by the board, it is not perceived upon what ground their bid for the Southwest Pass should be rejected, since they propose likewise to open and keep open that pass for a less sum than any other bidder. Should their plan be successful, the appropriation will suffice, on the terms they propose, to secure for five years a depth of twenty feet in both channels. If their plan should prove impracticable, the experience of five or six months will probably demonstrate that fact; and if it should then be necessary to resort to other methods by new contracts, the delay could not be very injurious to the commerce of New Orleans, as the period, December 1, 1857, at which the preferred bidder for the Southwest Pass proposes to complete the channel of eighteen feet depth, is so remote and occurs so late in the season of trade at New Orleans, that the character of vessels destined for that port would scarcely be changed before the succeeding season. Neither is it believed, should it be necessary to make new contracts, that any loss would be sustained by inviting new bids, as those now presented for the execution of the work by tried means are not sufficient, by any combination which can be made of them, to open the passes and keep them open for one year.

The bid of Messrs. Craig & Rightor will, therefore, be accepted for both passes, due care being taken, by the terms of the contract, to insure the prompt commencement and steady progress of the work, and sufficient guarantees will be required that the channels will be kept open for the whole period of five years.

JEFF'N DAVIS,
Secretary of War.

WASHINGTON, *October 3, 1856.*

SIR: We beg leave, very respectfully, to call your attention to the following propositions with reference to proposals for opening certain outlets of the Mississippi river.

The fund appropriated by the act of July 8, 1856, is to be applied to the Southwest Pass *and* Pass à l'Outre, and not to either, to the exclusion or neglect of the other.

The appropriation is for *opening and keeping open* the passes, not for either object alone, but for *both*.

No contract can be made for these objects exceeding the amount appropriated by the act of July 8, 1856.

If bids of the same party for opening and *keeping open both* passes exceed the amount of the appropriation, they cannot be considered or become a subject of contract under section 2 of said act.

Under the regulations of your department, as shown by the printed advertisements for proposals—

1. Each bid is an entirety and indivisible ;
 2. Each bid, as an entirety, must be capable of being made the subject-matter of such a contract as is authorized by said act ;
 3. Proposals for each object must be *separate* ;
- and as each bid, when made, is indivisible, a double bid for the same object cannot be entertained ; so a *single* bid covering several objects cannot be entertained.

Bidders must state “*the longest period of time* for which they will contract to keep each channel open to such width and depth *for the residue* of the appropriation,” &c. ; and equality amongst bidders requires that this rule should apply to all, it being not only an important consideration in fixing the amount of a bid, but in examining the means by which the object is sought to be accomplished.

No bid can be altered or modified after all the bids have been received and opened, and the time for receiving bids has elapsed.

A regulation under which bids have been made cannot be changed at the instance of one bidder without prejudice to the intervening rights of other bidders.

The proposals of “New Orleans Towboat Association” and of W. E. Stark & Co. do not come within the provisions of said act and the regulation of your department.

The proposals of Messers. Craig & Rightor do come within said provisions.

We have the honor to be, very respectfully,

CRAIG & RIGHTOR,
By JOHN A. CORWIN.

Hon. JEFFERSON DAVIS,
Secretary of War.

Proposals of the "New Orleans Towboat Association" for opening and keeping open the outlets of the Mississippi river into the Gulf of Mexico.

Depth.	Pass.	Amount to open.	
18 feet.....	Pass à l'Outre.....	\$200,000	
To keep open per annum.....		75,000	
			\$275,000
18 feet.....	Southwest Pass.....	125,000	
To keep open per annum.....		75,000	
			200,000
			<u>475,000</u>

SECOND BID.

20 feet.....	Pass à l'Outre.....	325,000	
To keep open per annum.....		100,000	
			425,000
20 feet.....	Southwest Pass.....	250,000	
To keep open per annum.....		100,000	
			350,000
			<u>775,000</u>

Proposals of W. E. Starke & Co., of New Orleans, for opening and keeping open the outlets of the Mississippi river into the Gulf of Mexico.

FIRST BID.

Depth.	Pass.	Amount to open.	
18 feet.....	Pass à l'Outre.....	\$140,000	
20 feet.....	Southwest Pass.....	140,000	
To keep both open per annum.....		124,000	
			\$404,000

SECOND BID.

18 feet.....	Southwest Pass.....	127,210	
To keep open per annum.....		62,790	
20 feet.....	Southwest Pass.....	154,420	
To keep open per annum.....		75,000	
18 feet.....	Pass à l'Outre.....	152,790	
To keep open per annum.....		75,000	
			647,210

This contract, made between the United States of America, by Captain H. G. Wright, corps of engineers, acting in behalf of the Engineer department of the United States, of the first part, and W. P. Craig and William Russell Rightor, a firm doing business under the name and style of Craig & Rightor, of the second part, witnesseth: That the said parties have covenanted and agreed with each other as follows, to wit:

1st. The said Craig & Rightor contract to open, through the entire length of the bar or shoal at or near that outlet of the mouth of the Mississippi river into the Gulf of Mexico known as the Pass à l'Outre, a straight ship channel, having a well-defined width throughout its whole extent of not less than three hundred feet, and a depth of not less than twenty feet below the level of ordinary low water, which level will be determined by a bench-mark on the shore, established by an officer or officers appointed by the Secretary of War. The place and direction of said channel shall be designated by an officer or officers appointed by the Secretary of War; and if any earth be removed by dredging, the place where it shall be deposited shall also be designated by said officer or officers.

2d. It is understood that the means by which the said Craig & Rightor propose to accomplish the work are by stopping the minor passes or outlets of the river, and, if necessary, by constructing jetties on or near the said bar, adopting one of either or both of these alternatives, as may be found expedient, substantially after the manner explained and set forth in their proposals submitted to the Engineer department in answer to an advertisement dated August 4, 1856, which proposals are made part of this contract; said mode of construction being secured to them by letters patent dated July 6, 1856.

3d. The said Craig & Rightor agree to commence the works immediately after the signing and delivery of these presents, and to complete the same within a period not to exceed fifteen months from the date of the execution of this agreement.

4th. Whenever the said Craig & Rightor shall report the work as finished within the time above fixed for its completion, an officer or officers appointed by the Secretary of War shall inspect the work; and if, from the report of the said inspection, the said Secretary of War shall be satisfied that the work has been properly executed, and that a straight channel of the above width and depth actually exists over the entire length of said bar or shoal to the deep waters of the Gulf, then there shall be paid to them, the said Craig & Rightor, the sum of one hundred and twenty-five thousand dollars, (\$125,000;) but, on the other hand, if it shall be found that the work has not been completed agreeably to this contract, then the said Craig & Rightor shall have no right to demand any portion of the above sum, or have any claim or demand upon the government, whether for compensation for work done, or for damages or losses sustained or expenses incurred by them.

5th. The said Craig & Rightor further contract to keep open the said straight channel, with the width and depth above specified, to the deep waters of the Gulf, for the term of four and a half years after the said channel shall have been accepted as above stated, for the further paid; at the expiration of two-thirds of the time, an additional pay-

sum of thirty-six thousand dollars, and also to keep said channel open, as above specified, for any additional time, at the same rate of compensation, so long as any part of the present appropriation shall remain applicable to this object. And for the faithful performance of their agreement to keep open the said channel, for the time and according to the terms of this contract, the said Craig & Rightor agree to enter into bond, with good and sufficient sureties, as hereinafter mentioned.

6th. In order to determine whether the condition of the 5th article of this contract has been strictly complied with, the Secretary of War may appoint an officer or officers to examine the work at such times as he may deem necessary; and if, from the reports of the said examinations, he shall be satisfied that the said straight channel has been constantly maintained at the width and depth above specified to the deep waters of the Gulf, then, at the expiration of one-third of the time for which said channel is to be kept open, eighty per cent. of one-third of the whole amount of the contract for keeping open will be paid; at the expiration of two-thirds of the time, an additional payment of one-third of the amount for keeping open will be made; and at the expiration of the whole time during which such channel is to be kept open, the twenty per cent. retained at the first payment and the remaining amount will be paid; but no payment will be made until after the channel has been examined at each period of payment by an officer or officers appointed by the Secretary of War, and found to be in all respects conformable to this contract.

7th. It is distinctly understood by the parties to this agreement that the United States are not to be responsible for any damages, either direct or consequential, resulting from the operations of said Craig & Rightor in the execution of this contract, nor to be a party to any controversy or suit at law that may arise on account of such operations.

8th. It is further covenanted by the said Craig & Rightor that the means employed by them for opening the said channel shall in no manner injure the navigation of the river, or any of the passes leading from it to the Gulf of Mexico, which the government may desire to preserve; and if it shall be found, during the progress of their operations or after their completion, that the works in course of construction, or constructed by them, tend to injure the value of said river or passes for navigable purposes, then the said Craig & Rightor agree, at their own expense, and without any charge whatever to the government, to remove such of the works constructed by them as shall be required by the Secretary of War, and to make good such damage in the way that shall be designated by said Secretary; and to secure the removal of said works, and the making good said damages to navigation, and also to secure the keeping open the said channel for the time and according to the terms of this contract, the said Craig & Rightor agree to enter into bond, with good and sufficient securities, in the sum of seventy-five thousand dollars.

9th. It is understood and declared by the parties to this contract, that no member of Congress, or officer of the army or navy of the United States, has any interest or concern, direct or indirect, in said agreement; that said agreement, or any part of it, or any act growing out of it, cannot be transferred, but shall be executed by the parties of the

second part, or some person answerable to said parties, who are alone responsible for its fulfilment. It is also understood and agreed by the parties to this contract, that it is not binding upon the United States, or will go into operation till it has been sanctioned by the Secretary of War, and till the bond aforesaid shall have been executed, and have received the approval of said Secretary.

In testimony whereof, the parties to this contract have hereunto set their hands and seals, this thirteenth day of November, eighteen hundred and fifty-six.

H. G. WRIGHT, [SEAL.]

Captain of Engineers.

WALDO PUTNAM CRAIG. [SEAL.]

WM. RUSSELL RIGHTOR. [SEAL.]

Signed and sealed in quadruplicate in presence of—

F. N. BARBARIN,

JAMES EVELETH,

Witnesses to signature of H. G. Wright.

WM. WALLACE WARDEN,

CHARLES J. FOSTER,

Witnesses to signatures of Craig & Rightor.

The word "where," on the second page, was stricken out before the signing of these presents.

H. G. WRIGHT,
Captain of Engineers.

Approved:

JEFF'N DAVIS, *Secretary of War.*

NOVEMBER 14, 1856.

Know all men by these presents, that we, W. P. Craig, of the city of Newport, in the county of Campbell, State of Kentucky; William Russell Rightor, of the same city, county, and State; Richard M. Corwine, John A. Corwine, and William Wiswell, jr., of the city of Cincinnati, county of Hamilton and State of Ohio, are, by these presents, held and firmly bound to the United States of America, in the sum of seventy-five thousand dollars, lawful money of the United States aforesaid, for payment of which, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, and administrators, for, and in the whole, jointly and severally, firmly by these presents, dated the thirteenth day of November, in the year of our Lord one thousand eight hundred and fifty-six, and sealed with our seals.

The condition of this obligation is such, that whereas the above bounden W. P. Craig and William Russell Rightor have, by a duly executed instrument of writing, dated the thirteenth day of November, in the year of our Lord one thousand eight hundred and fifty-six, contracted with the United States, through H. G. Wright, captain of engineers, the duly empowered and authorized agent of the said United States, to open a straight ship channel at the outlet of the

Mississippi river into the Gulf of Mexico, known as the "Pass à l'Outre," to a depth of twenty feet throughout a well-defined width of three hundred feet, and to keep the said ship channel open to the same depth and width, as by reference to the instrument of writing aforesaid will more fully appear:

Now, if the aforesaid W. P. Craig and William Russell Rightor shall in all things well and truly observe and perform, fulfil and keep, all and singular, the covenants, contracts, conditions, stipulations, and agreements specified and recited in the instrument of writing aforesaid, according to the true understanding, intent, and meaning thereof, then this obligation is to be void and of no effect; otherwise to remain and be of full force and virtue.

WALDO PUTNAM CRAIG.	[SEAL.]
WM. RUSSELL RIGHTOR.	[SEAL.]
R. M. CORWINE.	[SEAL.]
JOHN A. CORWINE.	[SEAL.]
WM. WISWELL, JR.	[SEAL.]

Signed, sealed, and delivered in the presence of—

WM. WALLACE WARDEN.

CHARLES J. FOSTER.

John A. Lynch, as to execution by R. M. Corwine, John A. Corwine, and Wm. Wiswell.

I hereby certify that I am acquainted with John A. Corwin and R. M. Corwine, two of the above-named sureties, and, from my own knowledge and the representations of others in whom I place implicit confidence, I further certify that I believe the said John A. Corwin, R. M. Corwine, and William Wiswell, jr., the three sureties in the foregoing bond, to be amply responsible for the penalty thereof.

JOHN H. O'NEILL,

U. S. District Attorney, Southern District of Ohio.

This contract, made between the United States of America, by Captain H. G. Wright, corps of engineers, acting in behalf of the Engineer department of the United States, of the first part, and W. P. Craig and William Russell Rightor, a firm doing business under the name and style of Craig & Rightor, of the second part, witnesseth: That the said parties have covenanted and agreed with each other as follows, to wit:

1st. The said Craig & Rightor contract to open, through the entire length of the bar or shoal, at or near that outlet of the mouth of the Mississippi river into the Gulf of Mexico known as the Southwest Pass, a straight ship channel, having a well-defined width throughout its whole extent of not less than three hundred feet, and a depth of not less than twenty feet below the level of ordinary low water, which level will be determined by a bench-mark on the shore, established by an officer or officers appointed by the Secretary of War.

The place and direction of said channel shall be designated by an officer or officers appointed by the Secretary of War; and if any earth

be removed by dredging, the place where it shall be deposited shall also be designated by said officer or officers.

2d. It is understood that the means by which the said Craig & Rightor propose to accomplish the work are, by stopping the minor passes or outlets of the river, and, if necessary, by constructing jetties on or near the said bar, adopting one of either or both of these alternatives, as may be found expedient, substantially after the manner explained and set forth in their proposals submitted to the Engineer department in answer to an advertisement dated August 4, 1856, which proposals are made part of this contract; said mode of construction being secured to them by letters patent, dated July 6, 1856.

3d. The said Craig & Rightor agree to commence the works immediately after the signing and delivery of these presents, and to complete the same within a period not to exceed ten months from the date of the execution of this agreement.

4th. Whenever the said Craig & Rightor shall report the work as finished within the time above fixed for its completion, an officer or officers appointed by the Secretary of War shall inspect the work; and if, from the report of the said inspection, the said Secretary of War shall be satisfied that the work has been properly executed, and that a straight channel of the above width and depth actually exists over the entire length of said bar or shoal to the deep waters of the Gulf, then there shall be paid to them, the said Craig & Rightor, the sum of one hundred and twenty-five thousand dollars (\$125,000;) but, on the other hand, if it shall be found that the work has not been completed agreeably to this contract, then the said Craig & Rightor shall have no right to demand any portion of the said sum, or have any claim or demand upon the government, whether for compensation for work done, or for damages or losses sustained or expenses incurred by them.

5th. The said Craig & Rightor further contract to keep open the said straight channel, with the width and depth above specified, to the deep waters of the Gulf, for the term of four and a half years after the said channel shall have been accepted, as above stated, for the further sum of thirty-six thousand dollars; and also to keep said channel open as above specified, for any additional time at the same rate of compensation, so long as any part of the present appropriation shall remain applicable to this object. And for the faithful performance of their agreement to keep open the said channel, for the time and according to the terms of this contract, the said Craig & Rightor agree to enter into bond, with good and sufficient sureties, as hereinafter mentioned.

6th. In order to determine whether the condition of the 5th article of this contract has been strictly complied with, the Secretary of War may appoint an officer or officers to examine the work at such times as he may deem necessary; and if, from the reports of the said examination, he shall be satisfied that the said straight channel has been constantly maintained at the width and depth above specified to the deep waters of the Gulf, then, at the expiration of one-third of the time for which said channel is to be kept open, eighty per cent. of one-third of the whole amount of the contract for keeping open will be

ment of one-third of the amount for keeping open will be made ; and at the expiration of the whole time during which such channel is to be kept open, the twenty per cent. retained at the first payment and the remaining amount will be paid ; but no payment will be made until after the channel has been examined at each period of payment by an officer or officers appointed by the Secretary of War, and found to be in all respects conformable to this contract.

7th. It is distinctly understood by the parties to this agreement that the United States are not to be responsible for any damages, either direct or consequential, resulting from the operations of said Craig & Rightor in the execution of this contract, nor to be a party to any controversy or suit at law that may arise on account of such operation.

8th. It is further covenanted by the said Craig & Rightor, that the means employed by them for opening the said channel shall in no manner injure the navigation of the river, or any of the passes leading from it to the Gulf of Mexico, which the government may desire to preserve ; and if it shall be found during the progress of their operations, or after their completion, that the works in course of construction or constructed by them, tend to injure the value of said river or passes for navigable purposes, then the said Craig & Rightor agree, at their own expense, and without any charge whatever to the government, to remove such of the works constructed by them as shall be required by the Secretary of War, and to make good such damage in the way that shall be designated by said Secretary ; and to secure the removal of said works and the making good said damages to navigation, and also to secure the keeping open the said channel for the time and according to the terms of this contract, the said Craig & Rightor agree to enter into bond, with good and sufficient securities, in the sum of seventy-five thousand dollars.

9th. It is understood and declared by the parties to this contract that no member of Congress or officer of the army or navy of the United States has any interest or concern, direct or indirect, in said agreement ; that said agreement, or any part of it, or any act growing out of it, cannot be transferred, but shall be executed by the parties of the second part, or some person answerable to said parties, who are alone responsible for its fulfilment. It is also understood and agreed by the parties to this contract that it is not binding upon the United States, or will go into operation till it has been sanctioned by the Secretary of War, and till the bond aforesaid shall have been executed and have received the approval of said Secretary.

In testimony whereof, the parties to this contract have hereunto set their hands and seals, this thirteenth day of November, eighteen hundred and fifty-six.

H. G. WRIGHT, [SEAL]
Captain of Engineers.

WALDO PUTNAM CRAIG. [SEAL.]

WM. RUSSELL RIGHTOR. [SEAL.]

Signed and sealed, in quadruplicate, in presence of—

F. N. BARBARIN,

JAMES EVELETH,

Witnesses to signature of H. G. Wright.

WM. WALLACE WARDEN,
CHARLES J. FOSTER,
Witnesses to the signatures of Craig & Rightor.

The words "mouth of the" were interlined in page 1 before the signing of these presents.

H. G. WRIGHT,
Captain of Engineers.

Approved:

JEFF'N DAVIS,
Secretary of War.

NOVEMBER 14, 1856.

Know all men by these presents, that we, W. P. Craig, of the city of Newport, in the county of Campbell, State of Kentucky; William Russell Rightor, of the same city, county, and State; Richard M. Corwine, John A. Corwine, and William Wiswell, jr., of the city of Cincinnati, county of Hamilton, and State of Ohio, are, by these presents, held and firmly bound to the United States of America in the sum of seventy-five thousand dollars, lawful money of the United States aforesaid, for payment of which, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, and administrators, for, and in the whole, jointly and severally, firmly by these presents, dated the thirteenth day of November, in the year of our Lord one thousand eight hundred and fifty-six, and sealed with our seals.

The condition of this obligation is such, that whereas the above bounden W. P. Craig and William Russell Rightor have, by a duly executed instrument of writing, dated the thirteenth day of November, in the year of our Lord one thousand eight hundred and fifty-six, contracted with the United States, through H. G. Wright, captain of engineers, the duly empowered and authorized agent of the said United States, to open a straight ship channel at the outlet of the Mississippi river into the Gulf of Mexico, known as the "Southwest Pass," to a depth of twenty feet throughout a well-defined width of three hundred feet, and to keep the said ship channel open to the same depth and width, as by reference to the instrument of writing aforesaid will more fully appear: Now, if the aforesaid W. P. Craig and William Russell Rightor shall in all things well and truly observe and perform, fulfil and keep, all and singular the covenants, contracts, conditions, stipulations, and agreements specified and recited in the instrument of writing aforesaid, according to the true understanding, intent, and meaning thereof, then this obligation is to be void and of no effect; otherwise to remain and be in full force and virtue.

WALDO PUTNAM CRAIG. [SEAL.]

WM. RUSSELL RIGHTOR. [SEAL.]

R. M. CORWINE. [SEAL.]

JOHN A. CORWINE. [SEAL.]

WILLIAM WISWELL, JR. [SEAL.]

Signed, sealed, and delivered in the presence of—

WM. WALLACE WARDEN.

CHARLES J. FOSTER.

JOHN A. LYNCH, as to execution by R. M. Corwine, John A. Corwin, William Wiswell, jr.

I do hereby certify that I am acquainted with John A. Corwin and R. M. Corwine, two of the above-named sureties, and, from my own knowledge, and the representations of others in whom I place implicit confidence, I further certify that I believe the said John A. Corwin, R. M. Corwine, and W. Wiswell, jr., the three sureties in the foregoing bond, to be amply responsible for the penalty thereof.

JOHN H. O'NEILL,

U. S. District Attorney, Southern District of Ohio.

LOUISVILLE, *February 9, 1857.*

SIR: I have the honor to be in the receipt of your several communications of the 2d and 3d instant.

Please accept my grateful acknowledgments for your kind interposition in behalf of my son.

On the receipt of "two tracings of delta of the Mississippi river, compiled from the original survey of A. Talcott, by Lieutenant T. J. Lee, topographical engineers, 1838," I propose to visit the mouths of the Mississippi, and inspect the work contemplated thereat, and report my views thereon to the bureau, in conformity to your instructions of the 10th instant.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lt. Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief of Topographical Engineers, Washington, D. C.

NEW ORLEANS, *March 13, 1857.*

SIR: On the 5th instant I was notified, by a letter from the assistant treasurer at New Orleans, that two thousand dollars (\$2,000) had been deposited to my credit in the sub-treasury at that city.

On the same day I took my departure from Louisville, on a voyage to New Orleans and to the mouth of the Mississippi, for the purpose of entering upon the river duties assigned me at the latter place.

In consequence of the serious indisposition of H. C. Long, my civil assistant, I was compelled to embark without him, but indulge the hope that he will be able to follow me in a few days.

I propose to proceed to the Balize as soon as practicable, and make a preliminary examination of the localities at which improvements are to be made, and shall report thereon as early as practicable.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lt. Colonel Topographical Engineers.

Col. J. J. ABERT,

Chief of Topographical Engineers, Washington, D. C.

NEW ORLEANS, April 6, 1857.

SIR: In accordance with your instructions of January 10, 1857, I have passed an inspection of the main passes of the mouth of the Mississippi, and of the works contemplated for the removal of obstructions to the navigation thereof, at and across the tidal bars into the Gulf of Mexico, and I now take leave to present my views in relation to these subjects in the following manner:

The report of the board of engineers, consisting of Captain A. A. Humphreys and the undersigned, organized in the fall of 1850 for the purpose of devising the best means of preventing overflows and inundations upon the alluvial grounds traversed by the Mississippi, exhibits clear and correct views of the geographical character and condition of the mighty river and its delta formations. To this document, which was submitted to the bureau late in the year above mentioned, I beg leave to refer for any desired information in relation to these topics, especially in so far as relates generally to the geography and hydrography of the valley of the Lower Mississippi.

The country at and near the passes of the Mississippi requires a more special description than that given in the report above cited and now claims attention.

On descending the river from New Orleans, the banks by which it is bounded on both sides gradually become less elevated, while the grounds in their rear subside into flats or swamps nearly on a level with the high-water surface of the Gulf. A little below Fort Jackson, about 68 miles below New Orleans, improvements in the shape of plantations, levees, &c., cease to be presented, and the surface of the ground in all directions assumes a marshy appearance a little above the level of high tide.

Arriving near the common head of the passes, about 20 miles below Fort Jackson, or 88 miles below New Orleans, the river spreads from a width of about one mile to nearly double that width; the flats on either side becoming less elevated and more marshy.

The descent of the river from New Orleans to the Gulf, in ordinary low water, is about two feet, while in very high water, the river overflowing its natural banks, the descent amounts to some 14 or 15 feet. Hence, the current in the former stage has a velocity of about $1\frac{1}{2}$ mile per hour, and in the latter of five or six miles per hour, varying according to the stages of the water.

From this common head the river is divided into three distinct channels or passes, called the Southwest, the South, and the Northeast Passes; the first and last mentioned being of nearly equal size, and affording facilities for navigation, while the South Pass, once the most favorable for navigation, has become so much reduced in width and depth that vessels drawing only six feet are obstructed in their passage through it. As we descend in all of these, the grounds on their sides are covered with a rank growth of coarse grass and rushes, and become less and less elevated, till they present surfaces subject to inundation during the prevalence of high tides.

Southwest Pass.

This pass, as its name imports, has a direction nearly southwest, and reaches the open Gulf at the distance of about 17 miles from the head of the passes, or 105 miles below New Orleans. It varies in width from half a mile to nearly a mile, and at its passage over the tidal bar spreads to a much greater width, being divided by intermediate bars into two or three outlets navigable for craft of 10 to 17 feet draught across the bar.

For a distance of about $1\frac{1}{2}$ mile across the tidal bar the navigation is restricted to vessels drawing 17 feet water, while the distance through which a channel must be opened, in order to admit the free passage of vessels drawing 20 feet, will embrace an extent of about $1\frac{3}{4}$ miles.

At the present time, vessels drawing 17 feet across the tidal bar with considerable difficulty, occasionally dragging their keels through soft mud two feet deep at the bottom of the channel.

Northeast Pass.

This pass appears to convey off a volume of water, much larger than that of the Southwest Pass, through a distance of about $5\frac{1}{2}$ miles, where it is divided into two distinct channels, one of which retains the name of the Northeast Pass, and the other is called the Pass à l'Outre, the former much broader than the latter. The Northeast Pass thus continued is divided again into two main subordinate channels called the Northeast and Southeast Passes, besides which there are numerous other outlet passes and bayous on both sides, of inconsiderable magnitude. The deepest channels of all these passes in their passage across the bars nowhere exceeds 12 feet.

Pass à l'Outre.

This branch of the Northeast Pass leads off in a direction about northeast by east, and in a distance of about 9 miles from its head, or $14\frac{1}{2}$ miles from the common head of the passes, crosses the tidal bar and enters the Gulf. This pass is also attended by numerous outlet channels and bayous, especially on its northerly side, all of inconsiderable size and depth.

The Pass à l'Outre divides itself into two channels of about equal

size, called the north and south channels, at the distance of about $2\frac{1}{2}$ miles from the margin of the Gulf, presenting between them a swampy tract called the Middle Ground, on which the new light-house has been erected. The north channel widens at its mouth as it approaches the Gulf, and has a depth of only 7 or 8 feet water, while the south channel in its passage across the tidal bar has a depth of 15 feet. The distance through which this channel must be opened, in order to afford a depth of twenty feet across the bar, is about $2\frac{1}{2}$ miles.

The depth of the water in the channel across the tidal bar at this time is only about 13 feet, but vessels drawing 15 feet can pass the bar with some difficulty by dragging their keels through soft mud at the bottom about two feet deep.

With regard to the numerous passes above mentioned, and various others that have not been noticed, there is no doubt that each, in its turn, has once been the most favorable channel for ship navigation; and it may, with equal assurance, be predicted that the channels now most favorable for navigation will sooner or later give place to others somewhere else, whose future position cannot now be defined.

Nature and character of the obstructions.

The tidal bar which now exists, and has probably always existed, at the mouths of the Mississippi, is the main impediment in the way of ship navigation between the river and the Gulf. This bar is composed of the alluvious depositions that invariably occur at the points where the fresh water currents of the river meet and are intercepted by the salt waters of the Gulf, and extends entirely around the protruding delta formations that constitute the grounds over and through which the river pours its waters into the Gulf by its numerous outlets.

The bar at first is composed of recent alluvion, in a semi-liquid state, and consisting of particles exceedingly comminuted and unctuous. In time, and by the agency of the Gulf billows, it becomes more or less solidified and indurated, and resolves itself into beds and bars, imposing serious impediments in the way of navigation.

From causes heretofore unexplained, portions of the bar, of greater or less magnitude, and in innumerable instances, are acted upon by upheaving forces from beneath, and rise vertically in various forms, mostly conical, to the height of several feet above their bases; (the greatest height observed being about twelve feet.)

The cones or mounds thus formed, in the language of the pilots, are called "mud lumps," and occur not only at the bottom and sides of the channels across the bar, but on the surface of the swamps, rising, in some instances, to the height before mentioned above that surface.

The mounds on the swamps present circular orifices at their summits many inches in diameter, and extending vertically downward to a very great but unknown depth. From these orifices are emitted streams of salt water, more or less copious, accompanied by ebullitions of inflammable gas.

The submarine upheavings or "lumps" in the passes are supposed to be analogous in their character and formation to those on the swamps, and in both cases they are supposed to rise and subside more

or less frequently as the causes producing them continue operation during periods of greater or less duration. In some instances they appear to have a permanent existence, while in others they subside to their original level after the lapse of a few weeks; which last is true with respect to all localities remote from the tidal bar.

The lumps, in very many places near the tidal bar, rise to the surface of high tide, and become nuclei, around which the more recent deposits of the river accumulate, till at length the swamp lands are formed into delta-shaped islands, and cover the entire areas previously occupied by the lumps at the sides of the outlet channels.

The mud lumps that rise in the channels are covered with a thick coating of fine adhesive clay, smooth and hard upon the surface, yielding slowly to the action of the strongest currents, and impracticable of removal except by the application of mechanical force. Strong iron rakes, harrows, or scrapers dragged across them by steamers, have heretofore proved efficacious in reducing and removing the lumps.

The bars in the deeper channels occasionally contain imbedded logs and trees, difficult of removal; but obstacles of this character are far more numerous on the shoals and bars at the sides of the channels.

No formidable snags are presented in connexion with any of the passes.

With respect to the existence of reversed currents, or "undertows" of salt water beneath the fresh water volumes or sheets that pass over the tidal bar, and supposed by some to be mainly instrumental in forming the bar, Professor Forshey, late of New Orleans, has shown satisfactorily that no such undertows have any existence at any stage, either of flood or tide.

The surveys and investigations made under the direction of Captain A. Talcott, in 1838, have led to results of the highest importance, in reference to the character and condition of the passes, and to the obstructions in the way of their navigation.

The developments subsequently brought to light in connexion with the Coast Survey, under the direction of Professor Bache, abound with accurate details in relation to the geography and hydrography of the Gulf coast in the vicinity of the passes.

The report of the board of engineers, organized by the War Department in 1852, and composed of Captain W. R. Latimer, of the navy, and Majors Chase, Barnard, and Beauregard, of the corps of engineers, exhibits numerous valuable results derived from instrumental surveys, and abounds in representations and conclusions entitled to the highest consideration.

To the memoirs furnished on these several occasions I beg leave to refer for more elaborate and reliable information than my opportunities have hitherto enabled me to impart on the subjects to which my attention has been directed.

Methods of improvement.

Various projects and devices for the improvement of the outlets of the passes across the tidal bar have been entertained and put forth as

the best methods of improvement, two of which only have as yet been tested, of which the following are examples, viz:

1st. The process of dredging and the removal of the material dredged into the deep waters of the Gulf. This process was adopted in 1838, under the direction of Captain Talcott, and prosecuted with doubtful success. The results produced are represented as having had a tendency to form new bars at the outlets, and as having been injurious rather than beneficial to the navigation across the bar. With the details of the operation I have had no opportunity to become acquainted.

2d. An application of large triangular harrows, armed with strong iron teeth or coulter, protruding 15 to 18 inches below the timbers of the harrow, or with a strong iron scraper attached to the aft transom of the harrow, was made in 1853 by the Towboat Company of New Orleans.

This machine was dragged downward along the bottom of the channel by a powerful steam tug, and proved efficacious in cutting away the mud lumps and reducing them to a semi-fluid consistency. Thus reduced, the materials of which they were composed were swept by the current into deep water outside of the bar.

This process of removal was at first attempted in the channel inside of or above the bar, and afterwards with better success at the outlet immediately below the bar, and thence upward in the channel by successive roundings of the tug; the operations of the tug and machine on the bottom being invariably in the direction of the current. On every upward return of the tug for a new operation, the harrow was raised from the bottom of the channel by means of a derrick or crane erected at the stern of the tug for that purpose.

No doubts are entertained with respect to the utility and efficiency of this mode of operation. The work of improving the channel across the bar at the Southwest Pass was undertaken and contracted for by leading members of the Towboat Company in 1853, and was prosecuted with due diligence in that year. The contract provided for the opening of a channel at least 300 feet wide and 18 feet deep. The work having been finished and duly inspected, payment was made therefor, in accordance with the terms of the contract.

The method devised by Messrs. Craig & Rightor, sanctioned by the War Department, and made the subject of contracts with these gentlemen, now claims attention.

The contracts provide for the opening of a straight channel at least 300 feet wide and 20 feet deep, entirely across the tidal bar, at the outlets of the Southwest Pass and the Pass à l'Outre.

The manner of accomplishing the work consists in the application of pile dams for the purpose of intercepting the discharge of water through numerous outlets on both sides of the respective passes above mentioned.

In addition to the dams above mentioned, the method of the contractors contemplates the construction of jetties of plank piles on both sides of the Southwest Pass; commencing at points about $1\frac{1}{2}$ mile above the tidal bar, and extending downward in directions more or less convergent, till they arrive at or near the bar, leaving a space of

several hundred feet between their lower extremities—the length of the jetties being a mile or more. The volume of water being thus reduced in breadth, is expected to move with an accelerated velocity and sweep the mud lumps, &c., from the channel, and convey it across the bar into the deep waters of the Gulf.

With respect to the Pass à l'Outre, the method contemplates the construction of a pile dam, about a mile long, across the head of the north channel of the pass, for the purpose of diverting the flow of water from the north through the south channel. It moreover contemplates the construction of pile dams and jetties on the southerly side of the pass, for purposes similar to those prescribed in reference to the Southwest Pass.

The efficacy of this method cannot be predicted with any degree of certainty, but must remain for demonstration till the works have been completed according to the contracts.

Progress of the work.

The operations of Messrs. Craig & Rightor have hitherto been confined to the Southwest Pass. I visited their work on the 27th ultimo, and had the satisfaction to find that they had formed a line of piles, in a direction obliquely downward towards the deepest channel across the tidal bar, 1,064 feet long, the depth of water along the line varying from 4 to 8 feet. The line consists of a series of posts or piles, about one foot square, driven vertically into the bottom to the depth of about 25 feet below its surface, and at the distance of 15 feet apart. Longitudinal strings or streamers, 4 by 8 inches and 30 feet long, are spiked to the upper sides of these posts a little above the surface of the water. The strings serve as guides to the plank piling, which is composed of planks 5 inches thick at top and $2\frac{1}{2}$ inches thick at bottom, rebated in the manner specified in the patent.

The plank piles vary in width from 12 to 20 inches, are driven 10 to 15 feet into the ground, and fastened by iron spikes to the upper sides of the streamers. The spikes employed for the fastenings are about half an inch square and nine inches long, and the timber of the structure consists of yellow pine and cypress. The line thus formed presents a substantial and well-built structure, is able to withstand a current of about two miles per hour, and is quite impervious to water. On the upper side of the line the depth of the water remains as it was before the piles were driven, while on the lower side sedimentary deposits have been made to the depth of three or four inches, the water on this side having become nearly or quite stagnant.

Since the date of the inspection, as above, I have been informed that the line has been prolonged more than 500 feet, making the entire length of the line about 1,600 feet. The daily progress in extending the line, the requisite materials being at hand, and the weather favorable, is about 150 feet.

In the present state of the work, no reliable conclusions can be drawn with respect to its final efficiency in producing the desired results.

I propose to inspect the work again, for the purpose of instituting

a system of triangulation and soundings, preparatory to a final inspection when the work shall have been completed.

In conclusion, I take leave to offer some of my convictions in regard to the past, present, and future condition of the outlets of the Mississippi, and their susceptibility of improvement. The history of their navigation acquainted us with the fact that no material changes have taken place in the depths of their channels across the tidal bar, although their geographical positions have been continually subject to changes.

The greatest depths in the channels across the bar have seldom, probably never, exceeded 19 feet. The prevailing greatest depth for the last half century has been limited to 17 or 18 feet, and such is the limit at the present time. The opening and maintenance of a permanent channel of a depth exceeding this limit are at least very doubtful, if not utterly impracticable, for a duration exceeding a single year. The frequent changes of the channels, the vast accumulation of sedimentary deposits, and the effects produced upon them by the billows of the Gulf, forbid the expectation that any permanent benefits can result from any efforts to effect such an object.

In my opinion, the only possible remedy that can be found for the evils complained of consists in the application of powerful rakes, harrows, or scrapers, propelled by steam power, for the purpose of scalping and reducing the mud lumps as often as they present themselves at the bottoms of the deepest channels at the bar.

For this purpose an annual appropriation of \$100,000 for an indefinite series of years is deemed adequate to its accomplishment. In the meantime the commercial world, so far as it has any connexion with the navigation of the Mississippi at and below New Orleans, should be notified that vessels drawing more than 17 or at most 18 feet cannot cross the tidal bar and enter the river without serious hazard to their proprietors.

Respectfully submitted.

S. H. LONG,
Lt. Col. Corps Top'l Eng'rs.

Col. J. J. ABERT,
Chief Top'l Eng'rs, Washington, D. C.

Inspection report of Lieutenant Colonel Long, continued from April 6, 1857.

LOUISVILLE, May 5, 1857.

SIR: In my inspection report of the 6th ultimo, I proposed to revisit the work of Messrs. Craig & Rightor, and institute a system of triangulations and soundings for the purpose of testing, according to their contract, the result produced by their operations in furtherance of the fulfilment of their contract stipulations.

Accordingly, I repaired to the site of their operations on the 15th

ultimo, and found them still employed on the line of piles mentioned in my report of the 6th as having been extended about 1,600 feet. The further extension of the line had been prevented by a violent *norther*, which occurred on the 5th ultimo, and was repeated, but with less violence, on the 12th of same month. These storms contributed to break up and derange about one-third of the line previously formed, and left the remaining two-thirds in its original position, though somewhat shattered in places.

The contractors are of the opinion that the catastrophe happened in consequence of their having used piles of inadequate length in the formation of the lower portion of the line, the depth of water on this portion varying from eight to more than nine feet. In repairing the breach they have adopted piles of a much greater length, and driven them much deeper into the bed of the pass. By applying this remedy, and observing similar precautions on other portions of the work still to be done, they feel sanguine in the belief that no such disaster will again occur. The contractors had now two pile-driving boats in operation: one worked by steam, employed in repairing the breach at the lower end of the line; and the other by manual power, at the upper end of the same line. The length of the line, as repaired and extended on the 21st ultimo, was the same as heretofore reported, viz: 1,600 feet.

I desired of the contractors a designation of the point at which they proposed to cross the tidal bar and enter the open Gulf with the new channel; and, in reply, was informed that they had fixed on no such point, nor did they intend to do so till the changes and currents produced by their works should indicate the best position and direction of the channel in question.

Triangulations and soundings.

I assumed as a prime base a line of 1,000 feet long, carefully measured along the line of piles, the direction being north 40° east, or south 40° west. Signal poles, bearing red jacks at their tops, were erected at the extremities of this base. At each extremity the angles made by lines drawn to the light-house were carefully observed by the use of a box sextant graduated by means of the vernier attached to minutes of a degree.

The distance from the lower end of the assumed base to the light-house was carefully computed, and assumed as a secondary or main base for all subsequent triangulations.

The triangulation was extended upwards about $2\frac{1}{2}$ miles to the observatory at the pilot's station on the easterly side of the pass, and to telegraph station on the westerly side; and downward to a high pole and signal, on an extensive mud lump of some 50 or 60 acres, called Stake island; also to a large metallic buoy, called the can buoy, situated at the bifurcation of two distinct main channels leading across the tidal bar, through one or the other of which all vessels entering or leaving the pass must be conveyed.

In addition to the points of triangulation above mentioned, four other points were established and marked by signal poles, bearing red

flags or jacks, set in mud lumps rising some eight to ten feet above the surface of the water, and presenting areas varying from about one-eighth to three-fourths of an acre, respectively.

Two of these signals were located at the distance of two miles apart on a line crossing all the channels of the pass, nearly at right angles with the general direction of the currents of the pass, and about one mile below the lower extremity of the primary base.

The other two signals were placed at the distance of about $2\frac{1}{2}$ miles apart, on a line nearly parallel to that of the two signals just before mentioned, and at the distance of about three-fourths of a mile below them. The line last mentioned is nearly coincident in direction and position with those of the crest of the tidal bar, and crosses the main navigable channel leading across the bar.

The selection of the four points indicated as above was made in conformity to the presentation of suitable mud lumps rising above the surface of the water in positions most favorable for lines of soundings leading across the channels intended to be affected by the work of Messrs. Craig & Rightor in the Southwest Pass.

The position and extent of the several lines having been determined, soundings are to be made and repeated as often at least as once a week on all the lines leading across the channels for the purpose of showing any changes that may take place in the positions, widths and depths of the channels. The manner prescribed for taking and applying the lines to be sounded provides for the casting of the lead at stated intervals of time, viz: once in every minute or half minute, and for noting the depth at every sounding, in feet or parts.

With the data thus obtained, the lengths of the lines having been previously determined, a submarine section on each line sounded is to be prepared and delineated, the line sounded being regarded as the base, and the depth of soundings as ordinates depending therefrom at equal distances asunder, corresponding to the number of soundings made along the line. A waved line drawn through the lower extremity of the ordinates will show the inequalities of the bed of the pass, its channels, &c., at the time and place of each set of soundings.

This operation being repeated once a week on every line proper to be sounded, and corresponding delineations being prepared therefor on every occasion of sounding, will clearly exhibit the nature and extent of the changes that occur from week to week in the depths and positions of the channels.

The operations detailed, as above, contemplate the preparation of a sectional diagram for each set of observations; the diagrams being numbered 1, 2, 3, 4, &c., in the order of their preparation for each line of the triangulation upon which the soundings may have been made. Each series of diagrams being referred to its appropriate line of soundings, as marked and designated on the plot of triangulation.

In accordance with the foregoing representations, instructions have been furnished to Wm. Johnson, esq., who has been employed to direct and supervise the operations above considered, a copy of which instructions is as follows:

“SOUTHWEST PASS, *April* 18, 1857.

“SIR: You are desired to remain in the supervision of the operations of Messrs. Craig & Rightor, and of the results produced thereby, so far as they relate to the accomplishment of the objects specified in their contracts for the removal of obstructions from this pass. In the discharge of the duties claiming your attention, you will observe the following details, viz:

“1. You will make such observations as are necessary to test the accuracy of the triangulations made by us conjointly, carefully rectifying such errors as may be detected therein.

“2. You will repeat the soundings already made on the several lines sounded by us, and continue the operation as often, at least, as once every week, the weather permitting.

“3. You will plot each line of soundings, as above, and all other lines of soundings you may find occasion to make, in the manner explained to you, viz: on separate strips of paper, designated and numbered as directed. The plot of each line will be attended by ordinates, depths, and a waving line, indicating the variable depths of the river channel, after the manner exemplified in our late drawings.

“4. In all your soundings you will ascertain as nearly as practicable the elevation of the surface water above ordinary low water at the time of sounding, and make due allowances therefor in the depths of the soundings.

“5. You will establish one or more bench-marks on a level of ordinary low water, in the following manner, viz:

“Fix one or more tide-gauges at suitable points, assume a point about an inch below extreme low water, and mark it with 0 or zero; divide the gauge rod into inches and quarters, and number the inches from zero down, and by the figures 1", 2", 3", 4", &c. Observe and note the inches and parts on the rod at extreme ebb tide daily for one entire lunation; add the daily recorded observations together for one lunation, and divide their sum by the number of observations, and the quotient will indicate the bench-mark level for the lunation.

“Repeat the observations during a series of lunations, and divide the sum of the series (for one year, if practicable, or six months, if otherwise) by the number of the series, and the quotient will indicate the true level of the bench-mark, which may be fixed by driving a stake at the margin of the water, at that level, till the head of the stake coincides exactly with the surface of the water.

“6. Keep a daily register of the observations made upon the tide-gauge, from which the level of the bench-mark (or ordinary low water) may be deduced with accuracy.

“7. Keep a diary of all your proceedings relating to the triangulations, tidal observations, soundings, &c., &c., prepared with neatness and accuracy, to be submitted in the form of ‘field-notes,’ at the expiration of your period of service.

“8. You are desired to report in general terms your proceedings in all respects, as often at least as once in a month, on or about the end of every month, by letters to my address, at Louisville, Kentucky, unless otherwise directed.

"9. Whenever Messrs. Craig & Rightor shall give notice that their work in the Southwest Pass is ready for final inspection, (or fix the date at which it will be ready for final inspection,) you are desired to apprise me thereof by telegraphic despatch, if the result of your previous observations and surveys shall render it certain, or highly probable that the work is actually ready, or will be ready for final inspection, according to contract.

"10. It is understood that the work will be ready for final inspection when a straight channel three hundred feet wide and twenty feet deep shall have been formed, clear of all obstructions, entirely across the tidal bar, from the secondary base surveyed by us into the open Gulf.

"11. In general terms you are desired to ascertain and report all changes in the bed of the pass, below the secondary base above mentioned, and especially in the positions, depths, and widths of the channels below that line.

"12. You are authorized to purchase such articles of stationery, and to hire such boats, tools, hands, &c., as are necessary to the performance of the duties assigned to you, with the understanding that vouchers duly executed in duplicates must be taken, and rendered for all such expenditures.

"13. Preparation having been made for the adjustment of all accounts likely to be incurred during the current quarter, you are desired to forward to the undersigned monthly estimates for each month of the succeeding quarter, in order that proper remittances may be forwarded for defraying the expenses of each month of the quarter last mentioned, (third quarter of 1857.)

"14. Your attention is particularly requested to the observance of each and every item of the foregoing instructions, by means of which I shall be kept adequately apprised of the progress of the work committed to your supervision.

"In conclusion, I would observe that your experience as an engineer, and your familiarity with nautical affairs, inspire the belief that you will be able to discharge the duties confided to your charge in a manner creditable to yourself and beneficial to the public service.

"Respectfully, sir, your obedient servant,

"S. H. LONG,
"Lieut. Col. Top. Engineers.

"Captain WM. JOHNSON,
"Southwest Pass."

Having accomplished my inspections, triangulations, and other arrangements, as above, I communicated the following notice to Messrs. Craig & Rightor, the contractors for the Southwest Pass, viz:

"SOUTHWEST PASS, April 20, 1857.

"GENTLEMEN: The bearer, Captain William Johnson, having been employed to inspect your work for the improvement of the Southwest Pass, and to report its progress, and the effects produced thereby, in so far as relates to the removal of obstructions from the main navigable

channel, and to the formation of a new channel three hundred feet wide and twenty feet deep, as stipulated by contract, you are desired to receive him in the capacity above intimated during my absence, and to regard him as my agent and representative in all matters relating to the fulfilment of your contract till I return again to the pass.

“Whenever the work shall have been so far advanced as to enable you with certainty, and to the satisfaction of Captain Johnson, to fix on a date at which it will be ready for final inspection and acceptance, agreeably to the contract, you are desired to apprise him of such date, that I may be seasonably notified thereof by him, and return again to this place for a personal inspection and acceptance of the work, if executed in conformity with the terms of the contract.

“Respectfully, gentlemen, your obedient servant,

“S. H. LONG,

“*Lieut. Col. Corps Topographical Engineers.*

“Messrs. CRAIG & RIGHTOR,

“*Contractors, Southwest Pass.*”

In conclusion, I take leave to present a further exposition of my views in relation to the formation and character of the tidal bar, and for this purpose I shall adopt the following hypothesis, based on the present aspect of things, and upon occurrences known to have taken place in former times.

The tidal bar is known to be composed of sedimentary matter, brought down and deposited by the waters of the Mississippi, and consisting of earthy and vegetable materials, exceedingly comminuted, unctuous, and adhesive.

The points at which the most copious depositions have been made are those at which the currents of the river are merged into the still waters of the Gulf.

The deposits brought down in each successive year are made in advance of those of the preceeding year, thus contributing to the annual advancement of the tidal bar into the Gulf.

The deposits when first made, as before intimated, are fine, unctuous, and impalpable, and constitute a semi-liquid mass of earthy, mineral and vegetable particles, which, when brought into contact and combination with the salt water of the Gulf, are subjected to chemical and mechanical changes, the former of which have never been adequately examined or explained.

With respect to the mechanical changes, or those produced by the combined agency of the river currents and Gulf billows, they may be accounted for in part, if not altogether, in the following manner:

The annual amount of deposit is distributed along the outer margin of the tidal bar, in accumulations more or less abundant, according to the quantities of fresh, muddy water conveyed across the crest line of the bar at or near the points of deposition.

The deposits having been made, the Gulf billows begin to exercise a mechanical action upon them, which results in the formation of a

crust or indurated covering upon their surface, which continues to increase in thickness and solidity, until at last the covering of the mass becomes firm and unyielding and at the same time impervious to the gases that are formed by the decomposition of the vegetable matter contained in the masses of deposits confined beneath the crust or covering.

In this way annual deposits, accumulations, &c., are constantly occurring; in proof of which, borings through the alluvial formations of the Mississippi delta to great depths below the surface have developed a succession of stratifications of mud and indurated clay of different degrees of hardness, alternating with one another to the full extent hitherto penetrated.

The decomposition of the vegetable matter probably occurs annually, or perhaps less frequently, after the subsidence of the spring and summer floods of the Mississippi, when the waters, &c., adjacent to the Gulf shall have been brought to such a degree of temperature as is necessary to produce fermentation and putrefaction. At this and all higher degrees of temperature the process of decomposition is carried on more or less rapidly, attended by the production of gases, which, in combination with the soft mud overlaid by the crust or indurated covering before mentioned, gives to the underlying mass a specific gravity materially less than that of the water, deposits, &c., lying above the crust. Hence, the crust must yield at its weaker or thinner points; an uprising of the same occurs, and those hitherto anomalous productions called "mud lumps" ensue.

The uprising of the indurated covering continues till the coverings crack open at their highest points, and the gases gradually escape through the fissures, carrying with them small streams of water, exceedingly turbid and of saline and bitter taste. The gases thus escaping are invariably inflammable, like the bubbles rising from the bottoms of fens or stagnant pools.

The numerous mud lumps that have come under my observation have invariably presented a covering of stiff, adhesive clay, rent and divided by fissures on almost every portion of their surface.

They assume all possible forms, those of the smaller dimensions being somewhat conical in their form, while those of the larger sizes present themselves in the shape of ridges, some of them nearly straight, while others are curved and recurved, presenting *very* irregular and ragged outlines. Some of them present orifices like craters, through which the salt springs and gases escape, while others present no other openings but prolonged fissures, through which their imprisoned air, mud, and water are set at liberty.

It is true of almost every mud lump, however minute or spacious, and whether above or below the surface of the water, that a pole or stake driven through the surface of their indurated covering enters into a soft, yielding mud, and may readily be thrust downward to a great depth with very little resistance.

Mud lumps, of the character above described, are nowhere to be met with except in the vicinity of the inner margin of the tidal bar, of which last, as also of the swamps in its rear, they constitute, not

only the substratum, but the entire superstructure of mud, &c., erected thereon.

Respectfully, sir, your obedient servant,

S. H. LONG.

Lieut. Col. Top. Engineers.

Col. J. J. ABERT,

Chief Top. Eng's, Washington, D. C.

P. S.—A diagram, exhibiting the lines, &c., of the triangulations, is shortly expected, and will be forwarded to the bureau when received.

NEW ORLEANS, *April 8, 1857.*

SIR: Having learned that Messrs. Craig & Rightor purpose to complete their works at the Southwest Pass before they commence operations at the Pass à l'Outre, I propose to visit the former again, for the purposes indicated in my report of the 6th instant, viz: for devising and directing a system of triangulations and soundings, having for its object a development of the practical results brought about as the work of improvement progresses. Arrangements have already been made for the accomplishment of this object, and after having put them in active progress I purpose to return to my station at Louisville, *via* St. Louis, for the performance of sundry public duties requiring my attention at those points.

Respectfully, sir, your obedient servant,

S. H. LONG.

Lieut. Col. Top. Engineers.

Col. J. J. ABERT,

Chief Top. Eng's, Washington, D. C.

LOUISVILLE, *June 20, 1857.*

SIR: Sundry letters have been received from Captain William Johnson in relation to the operations of Messrs. Craig & Rightor at the Southwest Pass, and to the changes produced thereby in the channels across the tidal bar during the month of May last. Hence it appears that early in that month a strong gale from the southeast prevailed for several days, and contributed to the rupture of the upper portion of the line of piles through a distance of about 800 feet. Also, that at the end of the month the rupture had been repaired, and that the contractors continued sanguine in the belief that their enterprise would be crowned with ultimate success.

At the date last mentioned (May 31) the contractors had succeeded in repairing all defects in the line of piles, and in extending the same to an aggregate length of about 3,000 feet; the work thus extended remained stable and unaffected by storms at that date, no violent gales having occurred since the protracted gale above noticed.

From the observations of Captain Johnson it also appears that no perceptible changes have been produced in the bed of the pass, except a slightly accelerated current along the upper side of the line of piles, the depths of the soundings across the pass, as also in the channel across the tidal bar, remaining unchanged.

Captain Johnson has been directed to continue his observations in the manner prescribed in my instructions of the 18th of April last, a copy of which has been sent to the bureau, and to keep me apprised of the results produced by the operations of the contractors; while I hold myself in readiness to revisit the work whenever it shall appear that the contractors shall have got it ready for final inspection. In addition to the documentary information received from and through the bureau on the subject of the passes, I have succeeded in obtaining the manuscript reports of Captain Talcott and his assistants, Messrs. Sidell and Meade, on the same subjects, and have caused the same to be entered among the records appertaining to the improvement of the mouths of the Mississippi.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieut. Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief of Topographical Engineers, Washington, D. C.

LOUISVILLE, *July 30, 1857.*

SIR: Agreeably to a report of Captain Johnson, received on the 28th instant, it appears that the operations of Messrs. Craig & Rightor at the Southwest Pass during the month of June last have been attended with serious discouragements and doubtful success. The line of piles has been extended southwestwardly only about 300 feet during the month, while the line through a distance of about 100 feet of its north-eastern portion has been disrupted and driven from its moorings.

Hence the extent of the line still remaining on the 30th of June is only about 3,200 feet, while as yet nothing had been done towards the formation of a counter line of piles on the northwesterly side of the pass.

Boisterous weather had prevailed during most of the month, by which not only the progress of the work had been much retarded, but some four or five of the signals for the triangulations had been carried away.

With respect to the improvement of the channel, no favorable changes are yet perceptible, and doubts are still entertained as to the efficiency of the mode of improvement adopted by the contractors under the sanction of the War Department.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

UNITED STATES OF AMERICA,
State of Ohio, City of Cincinnati:

The undersigned, who are the sureties to the government of the United States for Craig & Rightor, in their contract to clear out the obstructions at the Southwest Pass of the mouth of the Mississippi, being advised that said Craig & Rightor are about to apply to the proper department of said government to extend the time for the completion of said work at said pass, do hereby agree and covenant, if further time is granted, that their liability on said bond shall in no wise be changed or altered, but shall remain and continue just as if no such extension had been made; as they hereby request the government to grant that extension, and agree to the same when granted.

Witness our hands, at Cincinnati, Ohio, this 31st day of July, A. D. 1857.

R. M. CORWINE.
JOHN A. CORWIN.

In presence of—
(To whom the same was acknowledged.)

Taken and acknowledged before me, this first day of August, A. D. 1857.

EDWARD R. NEWHALL,
United States Commissioner.

SOUTHWEST PASS, MISSISSIPPI RIVER,
August 10, 1857.

SIR: Our contract with the government for deepening two of the passes of the Mississippi river requires its completion by the 13th of September next. We respectfully solicit an extension of time to the 1st of January.

In asking this indulgence we do not desire to be understood as intending any relaxation of our efforts to finish the work within the period designated in the existing contract; our exertions will be as energetic and continuous as they have heretofore been, and favorable circumstances might even yet enable us to bring our labor to a close by October. But it is not probable that we shall be able to do so, as circumstances entirely beyond our control have retarded operations. We have had a succession of gales for some time past, brief in their duration but sufficiently violent to drive the waters of the Gulf into the Mississippi, and producing so much disturbance of the river as to stop all work. The river, too, has been unusually high for a length of time, greatly increasing our labor and impeding our progress. We have had also unexpected difficulties in obtaining the necessary timber in the neighborhood. These combined circumstances have been much to our disadvantage, and as most of them could not have been foreseen or prevented we hope you will accord us the indulgence asked.

We have expended a large sum of money and done a vast amount of work; our exertions will be unremitting; and every day's expe-

rience adds to our conviction that the benefits intended to commerce by the act of Congress will be accomplished to your entire satisfaction by the successful prosecution of our work. We do not think it possible that any accident whatever can prevent the completion of the work by the 1st of January. And we are quite satisfied that, should wind and weather prove propitious, we shall be able to bring it to a close before that time.

Respectfully, your obedient servants,

CRAIG & RIGHTOR.

Hon. J. FLOYD,

Secretary of War, Washington.

SOUTHWEST PASS, MISSISSIPPI RIVER,

August 10, 1857.

SIR: We beg to enclose you a copy of a communication which we have this day addressed to the Hon. John Floyd, Secretary of War, asking an extension of time to complete the works now progressing for the deepening of the Southwest Pass.

We will be obliged to you to state whether the facts set forth in the communication referred to are true, and also ask your opinion as to the character of the work done, and as to the ultimate success of the work if carried out as contemplated by the contract with the government.

Respectfully, your most obedient servants,

CRAIG & RIGHTOR.

Captain WILLIAM JOHNSON,

Supervisor of improvements at the mouth of the Mississippi river.

SOUTHWEST PASS, *August 11, 1857.*

GENTLEMEN: Your letter of yesterday, enclosing a copy of your communication to the Hon. Secretary of War, requesting an extension of time on your contract, is now before me.

I take great pleasure in adding my testimony to the correctness of all therein contained. The facts stated are in every respect true, and it is a matter of regret with myself that your works have been so much retarded, on account of the unusual prevalence of boisterous weather during the past summer.

The work, as it at present stands, is of a most solid and substantial character, forming a most complete breakwater, admirably adapted to the purpose for which it is designed.

From the effects already produced, I have but little doubt that, if the work is continued to the point to which I understand it is your intention to extend it, the results produced upon the tidal bar will tend

greatly to the benefit of the commerce of New Orleans, and will be in accordance with the stipulated terms of your contract.

Respectfully, your obedient servant,

WILLIAM JOHNSON.

Supervisor of improvement, mouths of Mississippi.

Messrs. CRAIG & RIGHTOR,
Southwest Pass, Louisiana.

LOUISVILLE, *August 20, 1857.*

SIR: Agreeably to a report of Captain Johnson, dated on the 30th ultimo, and this day received, it appears that the work of Messrs. Craig & Rightor had advanced rather tardily during the month of July last, and that the benefits resulting from it continued doubtful at that date.

The line of piles had been prolonged southwestwardly toward the tidal bar, with a deflection of about five degrees to the right, through a distance of about 1,100 feet, making the entire length of the line, formed at the close of the month, about 4,300 feet.

From the soundings on the lines of the triangulations, it does not appear that either the depth or the width of the main navigable channels has been increased, in consequence of the work that has been done under the contract, except in so far as relates to a perceptible divergence of the outflows of the water across the tidal bar, from the left to the right, or northward, which appears to have been occasioned by the line of piles.

The weather appears to have been less boisterous, and more favorable for the prosecution of the work, during the month of July, than it had been during the preceding month.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel T. E.

Col. J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

LOUISVILLE, *August 27, 1857.*

SIR: I have the honor to be in the receipt of your instructions of the 21st instant, requiring a report on the application of Messrs. Craig & Rightor for an extension of their contract or contracts for deepening and widening the channels at the mouths of the Mississippi. In compliance therewith I beg leave to premise, with a reference to my inspection reports of the 6th of April and 5th of May last, and to my reports of the 20th of June and 30th of July last, and 20th of August instant, for various items of information in reference to the commencement, progress, and result of the operations of Messrs. Craig & Rightor, prior to the 1st of the present month. It should,

moreover, be premised and borne in mind that Messrs. Craig & Rightor have entered into two distinct contracts of the same date, (November 13, 1856,) one for the improvement of the channel at the Southwest Pass and the other for a similar improvement of the Pass à l'Outre; and that, from the terms of the application, some doubts exist whether an extension of one or both contracts is solicited by the contractors, although it may be inferred that an extension of both contracts may be desired.

The facts set forth in the application, and corroborated by Captain Johnson in so far as relates to the actual progress of the work of the contractors at the Southwest Pass prior to the 31st of July last, appear to be in accordance with the monthly reports of Captain Johnson up to that date; but it does not appear that anything has yet been done by the contractors, either toward the formation of a line of piles, or breakwater, on the northerly side of the channel at the Southwest Pass, or towards the improvement of the channel at Pass à l'Outre; while from the reports of Captain Johnson, prior to the same date, it does not appear that any changes have hitherto occurred in the width or depth of the channel across the tidal bar of a character to justify the belief or expectation that the object of the contract for the improvement of the Southwest Pass is likely to be attained by the execution and completion of the work provided for in the contract.

A due consideration of the subject involves the observance of a distinction between *the works actually done and the effects produced thereby, and the works remaining to be done and the results likely to be produced thereby*. In reference to the former the statements of the contractors, in relation to the progress, hindrances, and cost of the works, are probably correct, while the beneficial results produced thereby are undoubtedly questionable. But in reference to the latter, not only the practicability of the works, but the results likely to be obtained are altogether problematical—no sufficient proofs of their feasibility and ultimate efficiency having as yet been exhibited.

In this connexion it is proper to observe that the letter of Captain Johnson to Messrs. Craig & Rightor, especially in so far as relates to prospective operations and results, is not only extra-official, but that its commendations are not sustained by the facts and results reported by him for the months of May, June, and July last.

Nevertheless, in view of the alleged *facts* of the case as stated in the application, and with the knowledge that the lines of the piles have not yet been multiplied and extended in the manner contemplated in the proposals of Messrs. Craig & Rightor, which have been recognized in their contracts as part and parcel of those instruments, I deem it reasonable and proper that the prayer of the contractors for the extension of the period of their contract for the improvement of the Southwest Pass be granted.

But with respect to the contract for the improvement of Pass à l'Outre I am not aware that anything has hitherto been done. The contractors may have made arrangements for the requisite supply of timber for this work; but it does not appear that any materials for the work have as yet been delivered at this pass.

With regard to the ability of the contractors to accomplish the ob-

jects of their contracts by the 1st of January next, by any means applicable, in conformity to contract stipulations, doubts may be fairly entertained. The line of piles already formed has an extent of less than a mile. The chart on which the proposed lines have been delineated indicates an aggregate extent of pile lines or jetties of some four or five miles, leaving for the extent of lines still to be formed three or four miles. Yet the contractors "do not think it possible that any accident whatsoever can prevent the completion of the work by the first of January," * * * "and are quite satisfied that, should winds and weather prove propitious, they will be able to bring it to a close before that time."

In view of the whole subject, I feel constrained to decline any concurrence in the opinions of the contractors, in so far as relates to the beneficial results already produced, or likely hereafter to be produced by their work as it now is, or in the belief that they will be able to accomplish the objects of their contracts by the means and appliances now employed for that purpose; yet I regard the accomplishment as a problem that can be conclusively solved by experiment only.

Respectfully submitted.

S. H. LONG,
Lieutenant Col. Top. Engineers.

Col. J. J. ABERT,
Chief Top. Engineers, Washington, D. C.

P. S.—Agreeably to directions, the papers sent are herewith returned, to wit:

The memorial of Messrs. Craig & Rightor.

Extension of bond given by Messrs Craig & Rightor.

Letter of Craig & Rightor to Captain William Johnson.

Letter of Captain William Johnson to Craig & Rightor.

S. H. LONG.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, August 31, 1857.

SIR: In reference to the petition of Messrs. Craig & Rightor, I respectfully refer to the enclosed report from Captain Woodruff; but before deciding upon said petition, reference is respectfully made to the opinion of Mr. Attorney General Taney, pages 481, 482, vol. 2, Official Opinion of Attorney General, by B. F. Hall.

While on this subject, allow me again to call attention to a recommendation in a report of the 14th April last, that Lieutenant Colonel Long be ordered to Washington.

The objects of this recommendation are:

1st. That he may have access to all maps, drawings, surveys, and reports in relation to that work in this and other offices.

2d. That, inasmuch as great interest is felt in this measure, and large appropriations have been made, a board may be organized, of which Lieutenant Colonel Long should be the president, to furnish

final plan of mode of operating, and final estimate of probable cost. Lieutenant Colonel Long, having had much experience on the Mississippi, at its mouth and above, would give proper weight to the opinions of such a board.

The board to consist of Lieutenant Colonel S. H. Long, president; Captain Humphreys, topographical engineers, member; Captain Woodruff, topographical engineers, member; and as member, recorder, and draughtsman, Civil Engineer S. T. Abert, at \$5 per day, to be paid out of any appropriation for the mouth of the Mississippi, upon accounts duly certified by the president of said board.

3d. Lieutenant Colonel Long, being here, can attend to his rather complicated public accounts.

The report of the board to be made to this bureau.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,

Secretary of War.

Indorsement on the above letter.

“Let the time for the completion of the contracts be extended as asked for.

“J. B. FLOYD,

Secretary of War.

“WAR DEPARTMENT, *September 15, 1857.*”

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, August 31, 1857.

SIR: Colonel Long, to whom was referred the application of Messrs. Craig & Rightor for extension of their contract or contracts for deepening and widening the channels at the mouth of the Mississippi, reports:

First. That there are two contracts of same date, (November 13, 1856,) one for the improvement of the channel of the Southwest Pass, and the other for a similar improvement of Pass à l'Outre; and that from the terms of the application some doubts exist whether an extension of one or both contracts is solicited by the contractors, although it may be inferred that an extension of both contracts may be desired.

Second. That it does not appear that anything has been done by the contractors, either towards the formation of a line of piles or breakwater on the northerly side of Southwest Pass, or towards the improvement of the channel at Pass à l'Outre.

Third. That it does not appear that any changes have hitherto occurred in the width or depth of the channel across the tidal bar of a character to justify the belief or expectation that the object of the contract for the improvement of the Southwest Pass is likely to be attained by the execution and completion of the work provided for in the contract.

Fourth. That the letter (August 11, 1857) of Captain Johnson to Messrs. Craig & Rightor, especially in so far as relates to prospective

operations and results, is not only extra official, but that its commendations are not sustained by the facts and results reported by him for the months of May, June, and July last.

Fifth. That, nevertheless, in view of the alleged facts of the case as stated in the application, and with knowledge that the lines of piles have not yet been multiplied and extended in the manner contemplated in the proposals of Messrs. Craig & Rightor, which have been recognized in their contracts as parts and parcel of these instruments, *it is reasonable and proper that the prayer of the contractors for the extension of the period of their contract for the improvement of the Southwest Pass be granted.*

Sixth. That with respect to the contract for the improvement of Pass à l'Outre, it does not appear that anything has hitherto been done, or that any materials for the work have as yet been delivered at this pass.

Seventh. That doubts may be fairly entertained with regard to the ability of the contractors to accomplish the object of their contract by the first of January next; an extent of less than one mile of the line of piles has been formed, the aggregate extent of pile lines or jetties indicated upon the chart being some four or five miles, leaving for the extent of lines still to be formed three or four miles.

Eighth. That he declines to concur in the opinion of the contractors, in so far as relates to the beneficial results already produced or likely hereafter to be produced by their work as it now is, yet he regards the accomplishment as a problem that can be conclusively solved by experience only.

Very respectfully, your obedient servant,

J. C. WOODRUFF,
Captain Topographical Engineers.

Colonel J. J. ABERT,
Bureau Topographical Engineers.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, September 16, 1857.

SIR: The decision of the honorable Secretary of War, upon the Craig & Rightor contract for an extension of time, is transmitted for your information and government.

“Let the time for the completion of the contract be extended as asked for.

“J. B. FLOYD,
“*Secretary of War.*

“WAR DEPARTMENT, *September 15, 1857.*”

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers

Lieut. Col. S. H. LONG,
Corps Topographical Engineers, Louisville, Ky.

SOUTHWEST PASS, *November 21, 1857.*

SIR: Inasmuch as we, the contractors for the improvement of the Southwest Pass of the Mississippi river, are desirous of again applying to the honorable Secretary of War for a further extension of the contract time; and inasmuch as we believe that said application must, in the routine of official business, be first submitted to the government officer in charge for his approbation before the same can be granted, we are therefore desirous of learning from you whether, in such an event, your report would be favorable to such extension.

The grounds upon which we should ask an extension are as follows:

1st. The extraordinary prevalence of boisterous weather during the past fall, not having more than ten or twelve working days, thereby materially retarding our operations.

2d. The fact that the river has been unusually low during the past three months, and, in consequence thereof, the agency we depended upon for the accomplishment of the results desired was not in existence.

3d. The fact of the past and present commercial crisis having so far prostrated the money market that the obtaining of the necessary funds was an impossibility.

4th. That we have expended a large amount of cash, which will be a total loss to us in case the government refuses to grant us a renewed extension.

5th. That in order to facilitate the operation of the current, and to open the pass to the required depth at the earliest date practicable, the contractors are prepared to call into play the agency of the rake, harrow, and scraper, which, they believe, will accomplish the end desired long before the expiration of the extension time applied for.

An early answer will much oblige,

Yours, very respectfully,

CRAIG & RIGHTOR.

Lieutenant Colonel S. H. LONG,

United States Army, Southwest Pass, Mississippi river.

NEW ORLEANS, *November 27, 1857.*

SIR: I have the honor herewith to submit an application of Messrs. Craig & Rightor, contractors for the removal of obstructions from the mouths or outlets of the Southwest Pass and of the Pass à l'Outre, soliciting an additional extension of the term of their contracts.

The arguments urged in favor of the extension appear valid and forcible, and I take leave briefly to comment thereon in the order of their presentation in the application.

1st. Agreeably to my own observations and inquiries, and in accordance with the reports received from time to time from William Johnson, esq., supervisor of the pass, in my employ, the statements in this item of the application appear to be fully sustained.

2d. The stage of water in the passes, during the time mentioned

in this item, appears also to have been correctly stated. No acceleration of the current appears to have occurred during the time mentioned.

3d. The late embarrassments in money affairs are too well known to need a comment.

4th. The expenditures on the work have undoubtedly been very heavy. I have been credibly informed that they have already amounted to at least \$60,000.

5th. The proposal contained in this item in reference to the adoption of the method of dredging by the use of rakes, harrows, and scrapers, in connexion with the wing dams contemplated as the means of improving the channels, is, in my opinion, not only acceptable, but advisable. The combination of the two methods, viz: the construction of the wing dams, combined with the process of dredging, will be likely to prove more efficacious than either of the methods singly adopted.

It appears manifest that the contractors undertook the work without due consideration of the numerous casualties and difficulties in the way of its successful prosecution. They seem to have been impressed with the idea that the channels could be improved by the removal of soft mud from their bottoms and sides, instead of which indurated beds of adhesive clay, called mud lumps, were the formidable obstructions in the way of navigation. They seem to have anticipated very little interruption from stresses of weather, which prevail more or less violently in every month of the year at the outlets of the Mississippi into the Gulf. No injuries to the work appear to have been anticipated from the surf and lashing of the billows of the Gulf, whereas extensive breaches have frequently been made in the line of piles by agencies of this character. These and numerous other incidents, neither foreseen nor provided for, have not only contributed to retard the progress of the work, but to occasion heavy outlays in repairing damages done to it.

In view of all the circumstances of the case, and especially in consideration of the proposal to apply harrows, scrapers, &c., for the purpose of breaking up and removing the mud lumps and hard bars that occur in the channels—a method of operation which has proved successful and efficient on a former occasion—I do not hesitate to commend the application of the contractors for another extension of their contracts to the favorable consideration of the War Department.

In regard to the duration of the extension asked for, no limit has been fixed by the contractors; I would therefore respectfully suggest that it be limited to the 1st of July next, which the contractors regard as an ample allowance for the fulfilment of their contracts.

I take leave to signify my belief that one of the stipulations of the contract is a hard one, viz: that requiring the excavation of the channel across the bars to the depth of twenty feet. Agreeably to the best lights I can obtain in reference to this matter, I am satisfied that this depth cannot be obtained by any means whatever without a consideration greatly exceeding that specified in the contracts. In my inspection report of April last I hazarded the opinion that eighteen feet should be the maximum depth that ought to be aimed at in improving

the outlets of the Mississippi into the Gulf; I am still of the same opinion, and would further suggest the propriety of adopting eighteen feet below ordinary low tide (instead of the stipulated twenty feet) as the maximum depth practicable across the tidal bars at the outlets of either of the passes into the Gulf.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieut. Colonel Topographical Eng'rs.

Col. J. J. ABERT,

Chief Top'l Eng'rs, Washington, D. C.

NEW ORLEANS, *December 3, 1857.*

SIR: We are reluctantly compelled to ask indulgence, and to seek relief at your hands, on our contract for removing the obstructions at the outlets of the Mississippi river. Events entirely beyond our control, and some of which no sagacity could have anticipated, force us to seek such a change in our contract as will secure us from pecuniary embarrassment little short of ruin.

By the terms of our contract we were not to receive any compensation until the completion of the work at the Southwest Pass, and its approval by the proper officers of the government. Down to this time the moneys that we have expended have been out of our private fortunes, or upon the credit that our resources have enabled us to command. These means now fail us. After an actual expenditure in money of sixty-six thousand and seventy-nine dollars and twenty-seven cents, (\$66,079 27,) we find all our resources cut off, and our credit, like the credit of everybody else, utterly unavailable. No prudence could have protected us against a misfortune which is common to all. Industry, economy, integrity, are for the purpose of raising money of no use whatever; and unless the government in a liberal and just spirit advances us the amount of our expenditures, in order to furnish us the facilities for going on with the work, we can apprehend nothing but a total loss from our past outlay. In times like these, when all creditors are indulgent to their debtors, we respectfully submit that the government ought, at least, to imitate their justice, and not press with vigor contractors who are and have been acting in entire good faith. We are going on with the work, but our further progress is dependent upon the decision which you make on this application. Should you lend a favorable ear to it, we shall be able to complete the work by the 1st of July. We purpose adding scrapers and rakes to our present means, as auxiliary to the general plan, and this involves a heavy expenditure of at least \$30,000. Disappointed by a low river from that acceleration of current upon which we depended for removing the obstructions, we are bound to resort to artificial means. We believe that the additional power which we intend to apply will hasten the work to its completion. But we can do nothing without your assistance, and we trust we do not vainly count upon it.

Colonel Long recommends the extension of time, and we beg to refer you to his report. The other suggestions made as to depth of water, and so favorably considered by him, we beg leave to urge upon your consideration.

We have the honor to be, very respectfully, your obedient servants,
CRAIG & RIGHTOR.

Hon. JOHN B. FLOYD,
Secretary of War, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, December 16, 1857.

SIR: I have the honor to acknowledge your direction to report upon the application of Messrs. Craig & Rightor on the 3d instant, referred to this bureau, for relief from the obligations of their contracts for removal of obstructions at the passes of the Mississippi river.

Two contracts of the same date (November 13, 1856) were entered into by the contractors, one for the improvement of the channel of Southwest Pass, and the other for a similar improvement of Pass à l'Outre.

By the terms of the contracts the works were to be completed on or before the 13th of September, 1857.

On the 10th of August, 1857, the contractors solicited an extension of time to the 1st of January next, for the fulfilment of their contracts. The application was referred to Lieut. Colonel Long, the engineer officer in charge, who recommended the extension. Lieut. Colonel Long remarks: "With regard to the ability of the contractors to accomplish the objects of their contracts by the 1st of January next, by any means applicable in conformity to contract stipulations, doubts may be fairly entertained. The line of piles already formed has an extent of less than a mile. The chart on which the proposed lines have been delineated indicate an aggregate extent of pile lines or jetties of some 4 or 5 miles, leaving for the extent of lines still to be formed 3 or 4 miles; yet the contractors do not think it possible that any accident whatever can prevent the completion of the work by the 1st of January," * * * "and are quite satisfied that, should winds and weather prove propitious, they will be able to bring it to a close before that time." In view of the whole subject, I feel constrained to decline any concurrence in the opinions of the contractors, in so far as relates to the beneficial results already produced or likely hereafter to be produced by their work as it now is, or in the belief that they will be able to accomplish the objects of their contracts by the means and appliances now employed for that purpose; yet I regard the accomplishment as a problem that can be conclusively solved by experiment only.

The extension of time was granted by the Secretary of War on the 15th of September last.

On the 27th of November Lieut. Colonel Long submits an application of the contractors for a further extension of time, which is recom-

mended by Lieutenant Colonel Long, and that it be limited to the 1st day of July next. Lieutenant Colonel Long suggests also a modification of the contract as regards the depth of the channel from twenty to eighteen feet.

The following indorsement was made thereupon :

“ Respectfully submitted. I do not recommend an agreement with the suggestions of Lieutenant Colonel Long.—(See Opinions of Attorneys General, vol. 2, pages 481-’82.

“ J. J. ABERT,
“ *Colonel Corps Topographical Engineers.*”

The above application was submitted to the War Department on the 4th instant.

The contractors now solicit relief from the terms of the contract, and ask the government to advance the amount of their expenditures (namely, \$66,079 27) to enable them to prosecute the contract. The 4th article of the contract provides for this very contingency in these words: “ But, on the other hand, if it shall be found that the work has not been completed agreeably to this contract, then the said Craig & Rightor shall have no right to demand any portion of the above sum, or have any claim or demand upon the government, whether for compensation for work done or for damages or losses sustained or expenses incurred by them.”

By the decision of the Attorney General, above referred to, the rights of the United States become vested according to the terms of the contract, and it is not in the power of agents to release or modify them, nor can relief be given by the executive departments; recourse must be had to Congress.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

Indorsement on the above.

“ Let the time for the completion of the contracts be further extended to July 1, 1858, and the contract in regard to the depth of the channel from twenty to eighteen feet be modified as recommended by Lieutenant Colonel Long.

“ J. B. FLOYD, *Secretary of War.*

“ WAR DEPARTMENT, *January 4, 1858.*”

Inspection report of Lieutenant Colonel S. H. Long in reference to the removal of obstructions from the Southwest Pass of the Mississippi. Rendered December 31, 1857.

LOUISVILLE, December 31, 1857.

SIR: Pursuant to your instructions of the 31st October last, I visited the Southwest Pass of the Mississippi on the 19th of the ensuing November, and on the 2d of December following engaged in examinations and inquiries in relation to the operations in progress for the improvement of Red river at and near the raft, and I now have the honor to submit my views and the results of my observations and inquiries in reference to the works in progress at these two localities.

Southwest Pass.

The operations of Messrs. Craig & Rightor, contractors for the improvement of the Southwest Pass and of the Pass à l'Outre, have hitherto been confined exclusively to the improvement of the former, nothing having yet been done toward the improvement of the latter pass.

The work done in the Southwest Pass consists in the formation of a single line of wing dam 5,733 feet long, composed of square and plank piles driven firmly into the bed of the pass, and strongly banded together at and near the surface of the water by means of streamers or ribands, iron spikes and bolts, in the manner heretofore explained in my inspection report of the 6th of April last. The general direction of the dam is about north 40° east or south 40° west.

At the upper or northerly extremity of the dam the water does not exceed three feet in depth; as we descend along the line of the dam the depth gradually increases to about twelve feet, which is the depth at the lower end of the dam.

Through a distance of about 1,500 feet, on the upper portion of the dam, indurated beds of sand and clay occurred at the depth of six to eight feet below the water surface. On being penetrated by the piles, these beds thus disturbed resolve themselves into a sort of quicksand, too yielding to afford the requisite stability to the piles. In consequence, and on the occurrence of protracted boisterous weather, soon after this portion of the dam was built, the line of piles was ruptured in many places, and in some instances thorough breaches of greater or less extent were found in it.

The residue of the dam being strongly fortified by substantial square piles driven on both sides of the plank piling, and at intervals of only four or five feet asunder, successfully withstood the buffetings of the storms, and the surf produced thereby, and still remains erect and stable.

The construction of the line of piles above considered comprises all the work done by the contractors prior to the date of my inspection. The wing dam contemplated to be formed on the northwesterly side of the pass remains to be constructed, which is also true of the several

traverse dams across the heads of outlets on both sides of the pass, which were conditionally provided for in the contract, all these subsidiary works, together with an additional prolongation of the line of the dam already built remaining to be formed.

The materials used in the formation of the dam, exclusive of a large quantity driven away and lost in storms, amount to about 2,000,000 superficial feet of yellow pine and cypress lumber, and five tons of iron in bolts and spikes.

The materials on hand, and applicable to the further prosecution of the work in the Southwest Pass, consists of 150,000 feet, board measure, of plank piles, varying in length from twelve to thirty-five feet, of about 500 square piles, twenty-five to forty-five feet long, and of about four tons of iron in bolts, bars, and spikes, all on hand and ready for use.

The craft employed on the work includes the steamer *Fanny Fern*, fitted up with a double pile engine, worked by steam power; also of a pile boat, called the *Little Fanny*, fitted up with a similar pile engine, worked by steam, together with sundry flatboats, yawls, skiffs, &c.

The force in the service consists of two captains, two steam engineers, two foremen, one blacksmith, one striker, two cooks, and twenty-three laborers—in all, thirty-three individuals.

Owing to the unusual prevalence of boisterous and stormy weather, during the last three months, the work of the contractors has been greatly retarded. From reliable information, it appears that during the period just mentioned only eight or ten working days have occurred, in which the work could be prosecuted to any considerable advantage.

In consideration of these interruptions and delays, and in view of the utter impracticability of accomplishing the works of their contracts within the period of their late extension, viz: to the 1st January next, the contractors have applied for another extension of the term of their contracts, to the 1st of July next.

The following is a copy of the application alluded to, viz:

SOUTHWEST PASS, *November 21, 1857.*

SIR: Inasmuch as we, the contractors for the improvement of the Southwest Pass of the Mississippi river, are desirous of again applying to the honorable Secretary of War for a further extension of the contract time; and inasmuch as we believe that said application must, in the routine of official business, be submitted to the government officer in charge, for his approbation, before the same can be granted, we are therefore desirous of learning from you, whether in such an event, your report would be favorable to such extension.

The grounds upon which we should ask an extension are as follows:

1. The extraordinary prevalence of boisterous weather during the past fall, not leaving more than ten or twelve working days, thereby materially retarding our operations.

2. The fact that the river has been unusually low during the past three months, and in consequence thereof the agency we depended upon for the accomplishment of the results desired was not in existence.

3. The fact of the past and present commercial crisis having so far

prostrated the money market, that the obtaining of the necessary funds was an impossibility.

4. That we have expended a large amount of cash, which will be a total loss to us, in case the government refuse to grant us a renewed extension.

5. That in order to facilitate the operation of the current, and to open the pass to the required depth, at the earliest date practicable, the contractors are prepared to call into play the agency of the rake, harrow, and scraper, which they believe will accomplish the end desired, long before the expiration of the extension time applied for.

An early answer will much oblige, yours, very respectfully,
CRAIG & RIGHTOR

Lieut. Col. S. H. LONG,
U. S. Army, Southwest Pass, Mississippi river.

To the foregoing application the following reply was given :

NEW ORLEANS, *November 27, 1857.*

GENTLEMEN : Your application for a renewed extension of your contracts, in relation to the "removal of obstructions from the mouth of the Mississippi," has been received.

In reply, I take leave to inform you that the application will be at once forwarded to the Topographical bureau, accompanied by a report thereon, setting forth my views in reference to the propriety of granting the indulgence solicited.

A copy of my report as above is herewith submitted for your use and information.

Respectfully, gentlemen, your obedient servant,
S. H. LONG,
Lieut. Col. U. S. A.

Messrs. CRAIG & RIGHTOR,
Contractors for Improvements of Passes, New Orleans, La.

The following is a copy of my report on the application made as above to my address:

NEW ORLEANS, *November 27, 1858.*

SIR : I have the honor herewith to submit an application of Messrs. Craig & Rightor, contractors for the removal of obstructions from the mouths or outlets of the Southwest Pass, and of the Pass à l'Outre, soliciting an additional extension of the term or period of their contracts.

The arguments urged in favor of the extension appear valid and forcible ; and I take leave, briefly, to comment thereon in the order of their presentation in the application.

1. Agreeably to my own observations and inquiries, and according to the report received of William Johnson, esq., supervisor of the pass, in my employ, the statements in this item of the application appear to be fully sustained.

2. The stage of the water in the passes during the time mentioned in this item appears also to have been correctly represented—no acceleration of the currents appears to have occurred during that time.

3. The late embarrassments in money affairs are too well known to need any comments.

4. The expenditures on the work have undoubtedly been very heavy. I have been credibly informed that they have already amounted to at least \$60,000.

5. The proposal contained in this item, in reference to the adoption of the method of dredging by the use of the rake, harrow, and scraper, in connexion with wing dams, contemplated as the means of improving the channel, is, in my opinion, not only acceptable, but advisable. The combination of the two methods, viz: the construction of wing dams combined with the process of dredging, will be likely to prove more efficacious than either of the methods singly applied.

It appears manifest that the contractors undertook the work without due consideration of the numerous casualties and difficulties in the way of its successful prosecution. They seem to have been impressed with the idea that the channels could be improved by the removal of soft mud from their bottoms and sides; instead of which, indurated beds of adhesive clay, called *mud lumps*, were the formidable obstructions in the way of navigation.

They seem to have anticipated very little interruption from stresses of weather, which prevail more or less violently in every month of the year at the outlets of the Mississippi into the Gulf. No injuries to the work appear to have been anticipated from the lashings of the surf and billows of the Gulf, whereas extensive breaches have frequently been made in the line of piles by agencies of this character.

These and numerous other unfavorable incidents, neither foreseen nor provided for, have not only contributed to retard the progress of the work, but to occasion heavy outlays in repairing damages done to it.

In view of all the circumstances of the case, and especially in consideration of the proposal to apply harrows, scrapers, &c., for the purpose of breaking up and removing the mud lumps and hard bars that occur in the channels, a method of operation which has proved successful and efficient on a former occasion, I do not hesitate to commend the application of the contractors for another extension of their contracts to the favorable consideration of the War Department.

In regard to the duration of the extension asked for, no limit has been fixed by the contractors, I would therefore respectfully suggest that it be limited to the first of July next, which the contractors regard as an ample allowance of time for the fulfilment of the contracts.

I take leave to signify my belief that one of the stipulations of the contract is a hard one, viz: that requiring the excavation of the channels across the bars to the depth of 20 feet. Agreeably to the best lights I can obtain in reference to this subject, I am satisfied that this depth cannot be obtained, by any means whatever, without a consideration greatly exceeding that specified in the contract. In my inspection report of April last I hazarded the opinion that 18 feet should be the maximum depth that ought to be aimed at in improving the outlets of the Mississippi into the Gulf. I am still of the same opinion,

and would further suggest the propriety of adopting 18 feet below ordinary low tide, (instead of the stipulated 20 feet,) as the maximum depth practicable across the tidal bars at the outlets of either of the passes into the Gulf.

Respectfully, sir, your obedient servant,

S. H. LONG,
Lieut. Col. Top. Engineers.

Col. J. J. ABERT,
Top. Engineers, Washington, D. C.

With regard to the stipulation specially noticed in the concluding paragraph of the foregoing report, it is proper to advert to some of the bids exemplifying the estimated probable cost of improving the channels of the Southwest Pass and of Pass à l'Outre, by different competitors for the contract. The proposals of the inexperienced firm of Craig & Rightor for opening the two passes, made in 1856, compared with those of the New Orleans Towboat Company, in the same year, and for the same work, (the latter having had great experience both in the navigation and in the improvement of the channels,) exhibit a striking contrast in their prospective views of the probable cost of the enterprise.

Comparison of the two sets of proposals for opening channels 300 feet wide of different depths in the passes.

Proposals.	By Craig & Rightor.	By New Orleans Towboat Association.
For channels 18 feet deep, Southwest Pass.....	\$125,000	\$200,000
For channels 20 feet deep, Southwest Pass.....	125,000	325,000
For channel 18 feet deep, Pass à l'Outre.....	125,000	125,000
For channel 20 feet deep, Pass à l'Outre.....	125,000	250,000
For channel 20 feet deep, in both passes.....	250,000	575,000

Hence it appears that no discrimination, on account of different depths of channel was made by Messrs. Craig & Rightor in either of the passes, while their more experienced competitors provided for a difference of \$125,000 between the probable cost of opening a channel 18 feet deep, and that of opening a channel 20 feet deep in both of the passes.

The accompanying "sketch," drawn by my civil assistant, H. C. Long, will show the relative positions of the wing dam, the lines of triangulations, sundry soundings at and near the mouth of the Southwest Pass, and various other objects embraced within the limits of the sketch, and including several bayous, swamps, numerous mud lumps, &c.

In further explanation of the sketch, the following particulars should be distinctly noticed, viz:

The scale of projection is $6\frac{1}{4}$ inches to the mile.

A B. The prime base, 1,000 feet long, as measured along the line of piles, and embracing nearly the entire length of the dam, as it existed at the time of the survey.

B C. The secondary base, 7,800 feet long, extending from the lower end of the prime base A B, across the channel of the pass, to the light-house at C.

The other stations of the triangulations, several of which were planted on mere mud lumps, rising 8 or 10 feet above the surface of the water, and some of which, as at G, I, and K, have been since washed away, are indicated with sufficient clearness on the sketch. The distances on the lines were for the most part completed by logarithms, while the residue were determined geometrically.

With the exception of the prime base, all other lines of the triangulations are indicated on the sketch by broken right lines.

The principal lines of soundings are those leading across the main channel of the pass, on which the soundings were repeated as often as the weather would permit, and are represented in the sketch by the lines BC, BE, BF, FE, EG, GH, HI, HK, and JK, the computed lengths of which are exhibited in the tabulation, under the title of the sketch.

The soundings recorded along the lines above mentioned, as also those scattered over other parts of the sketch, indicate the depths in feet below the surface of ordinary low tide.

The light wavy lines *ab* and *cd* represent the boundaries of the deepest channel across the tidal bar, the depths of which are indicated by a series of soundings in the direction of the channel, from the depth of 20 feet at the upper margin of the bar to the deep water of the Gulf. This channel is divided into two subordinate channels near the Gulf by a narrow spit of indurated mud, called the Middle Ground, as indicated by the dotted lines *ef*, over which the water has a depth of only 13 feet.

A similar spit or middle ground of the same depth below the water surface, but of much greater extent, occurs at the can buoy, which serves as a beacon to mark its locality. A formidable mud lump, called the East Breaker, occurs at the immediate outlet of the easterly channel into the Gulf, and has a low tide depth of only about 7 feet upon it. Several other shoals are indicated on other parts of the sketch by dotted wavy lines, and the depths of water upon them are indicated by figures inscribed along and within the lines.

The new channel to be opened is expected to be formed in the space situated between the wavy lines *ac* and *bd*, before mentioned, the excavations for which must be carried through a distance of about $2\frac{1}{2}$ miles. The quantity of silt, including hard and soft mud, that must be removed, in order to open a channel 300 feet wide and 20 feet deep, will amount to about 460,000 cubic yards; whereas if the depth be limited to 18 feet, the quantity to be removed will be about 175,000 cubic yards, the length of the excavation being about $2\frac{1}{2}$ miles in the former, and only $1\frac{1}{2}$ mile in the latter case.

In all other respects the representations on the sketch are sufficiently intelligible without further explanation.

Moreover, in addition to the sketch, two sets of diagrams are here-

with submitted, one of which exhibits monthly soundings on the line of the secondary base, leading from a point about midway of the dam, across the main channel of the pass, to the light-house, and the other from the same point obliquely downward to the can buoy, and thence to Stake Island, crossing the main channel as above, at a point about $1\frac{1}{4}$ mile below the intersection of the channel, by the line first mentioned.

Among the numerous soundings that have been made in connexion with the lines of the triangulation, and at other places, I have selected the sets mentioned as better adapted to illustrate the changes that have taken place in the bed of the pass during the months to which they relate, than any other selection that could be made. In further vindication of the selection, it should be observed, the line first mentioned crosses the channel at a point where the dam could not be expected to have any influence upon the channel, while the other line crosses the channel at a point where the influence of the dam would be likely to have a more sensible effect upon the channel than at any other point.

An inspection of the diagrams will show that the changes that have taken place in the channel, during the eight months to which the diagrams relate, are very inconsiderable, especially in so far as they relate to the volume and depth of the water; and the slight changes observable may be attributed to the influence of violent winds and storms, and other accidents, rather than to that of the structure formed for the improvement of the channel.

In reference to the diagrams, it should be remarked that the originals were prepared by William Johnson, esq., employed as a supervisor of the pass, and that the same were transcribed by my assistant, H. C. Long; also, that owing mainly to the great irregularity of the ebbing and flowing of the tides, (which occur only once a day,) no minute discrimination has been made with respect to the particular stages at which the *particular* soundings were made.

With respect to the tides at the mouths of the Mississippi, they are very irregular and quite anomalous. Their daily ebb and flow occur only once in about 25 hours and 19 minutes. Their ordinary range from low to high tide, in continued still weather, varies from 15 to 18 inches. Their extreme range from the lowest to the highest tides, in stormy or windy weather, is about 4 feet, the range being increased according to the violence of the winds as they alternately blow from the northward or from the southward. According to the best information that can be obtained, the elevation of the surface at "ordinary low water" is nearly or quite coincident with that of mean tide, the low water ranges rising above this stage of tide about as often as it falls below the same stage.

The report of Mr. Johnson, explanatory of his proceedings at the Southwest Pass, under my directions, contains his views in reference to the progress and condition of the work of Messrs. Craig & Righ-
tor; to the difficulties and delays attending to its prosecution; and to the changes that have occurred in the bed and channels of the pass during the period of his supervision.

The following is a copy of the report:

SOUTHWEST PASS, *December 10, 1857.*

Sir: I have the honor to report that since the 13th of April last I have remained at this pass, in the supervision of the operations of Messrs. Craig & Rightor, and of the effects produced by them upon the tidal bar of the pass, in pursuance of the instructions contained in your letter to me of the date above mentioned.

The scheme of triangulations prescribed by you I have endeavored to carry out to the fullest extent practicable with the limited facilities that were at hand; a base line of 1,000 feet was measured upon the jettee dam of the contractors, from which I was enabled to form a secondary base of over $1\frac{1}{2}$ mile, with a direction entirely across the pass, and upon which my subsequent triangulations were based. In running these lines with a sextant corrected by a theodolite, I took care to locate them in such a manner that their general direction was across the current and line of the pass, and so that the whole scope of the tidal bar was embraced within their limits.

It is unnecessary for me to detail the different lines, &c., as the same are all located and designated upon the plot of triangulated sounding lines now in your possession.

These various lines which cross the main ship channels in many different places it has been my duty, under your orders of April 13, to sound constantly during the past summer and fall; to plot the soundings thus taken upon cross section profiles, and to report to you any change or alteration in the bed of the river, which could be attributed to the direct agency of the contractors' works. I have the honor to inform you, in relation to the frequency of sounding, that I have executed the same as often as practicable under the existing circumstances, but I have been much hindered and retarded in the execution of this duty during the spring by dense fogs, and during the latter summer and fall months by the frequent occurrence of heavy squalls and gales of wind.

In relation to any changes developed by these soundings that have taken place on the tidal bar of this pass, attributable as an effect of the works erected by Messrs. Craig & Rightor, I am sorry to inform you that as far as the *ship channels* are concerned no beneficial results are observable. True it is that changes have taken place both in depth of water and in direction of current at various points; but these have in no way affected the ordinary channels of navigation.

The bottom of the river upon the line B F has been gradually wearing away, and the water has consequently deepened upon both sides of the island upon which the point E is located; small channels with eleven feet of water, (where there used to be only two feet,) running thence in a due west direction, have made their appearance. Another fact worthy of mention, which has been developed since the construction of the jettee dam, and in my opinion attributable to its influences, is the strongly increased current with a westerly direction across the bar.

So strong has been this current that it has formed a subject of complaint with pilots, tow-boatmen, and others engaged in the navigation of the bar, who remark upon the great difficulty of keeping

inward bound ships in the proper channels. This change in current is, in my opinion, attributable to the inclination and direction the water receives after coming in contact with the jettee dam, and I further believe that after a corresponding work is erected upon the west shore, as contemplated by the contractors, the current will again resume its proper course.

Behind the dam, and until the islands to the eastward are passed, no current of any description is to be found; the water is perfectly stagnant, and, in consequence, precipitation is rapidly going on, the water having shoaled nearly two feet since my residence here.

The difference of level between the water on the north and south side of the structure at dead low ebb-tide, during calm weather, is equal to about three inches; at full flood-tide and low river, no difference is perceptible.

These are the only changes and effects, attributable to the contractor's operations, which have come under my notice during the past seven months.

In regard to the works themselves, I have the honor to inform you that since the date of your last inspection in April last the strength and stability of the dam has been much augmented by the placing of strong pieces and supporting piles on the north side of the structure as well as upon the south.

There is a slight difference in the manner of driving the up river posts from that of the down stream piles; they are set at an angle, outward on the bottom, of about 5° , and the sharp end twirled (?) in such a manner that when driven the head of the pile sets firmly against the string piece, and is then firmly bolted through.

By this means the strength of the dam is nearly doubled. I am happy to inform you that all that portion of the work that was originally constructed in this manner has stood unshaken all the heavy gales that have prevailed during the fall.

The contractors have been much troubled in the driving any permanent work at the north or upper end of the dam. For about 1,500 feet from the marsh, the bottom is composed of yellow sand indurated with clay, and in some spots of sand alone. The driving of the pile in these places is a matter of great difficulty, and when driven they have a tendency to work up and out of place, and upon the smallest aperture or opening being developed, the current immediately commences to wash away the surrounding sand, and in an incredibly short space of time it will excavate below the bottom of the piles in the immediate vicinity of the old cranny, and the work thus affected will, during the first gale thereafter, wash up and be drifted out to sea.

In this section of the work I have known the current at one of these apertures to excavate from 2 to 16 feet in 48 hours.

Several breaches of this character have occurred during the last six months—have been as often repaired, and spite of every precaution, still continue to break out anew. With the exception of this division of the line, the balance of the dam, over 4,000 feet, (the whole length of the dam being 5,733 feet,) is driven in a blue clay bottom, with a depth of from 7 to 15 feet, below which an indurated bed of white

sand is found, with an average thickness of some 10 feet, below which again lies a stratum of yellow clay to an indefinite depth. The work driven in this bottom is now standing in perfect order; has remained so since the date of its construction; is unshaken, and, in my opinion, is unshakable, except by the power of some irresistible tornado, or the more insidious effect of the Gulf worm. I am happy to inform you, however, that I have in vain sought for some trace of this animal in wood planted in the water last February, and which has been submerged ever since up to this date.

During the past six months the contractors have had two pile-drivers in operation for the majority of the time, with an effective force of from 16 to 30 men. They have, however, during the past three months, been much retarded in their operations by the unusual prevalence of heavy gales, which, exposed as they are to the force of the Gulf wave, rendered such a thing as active work an impossibility. I feel myself safe in asserting that during the time referred to they have not been enabled to work their boats to any advantage more than three weeks.

In pursuance of your orders, I also instituted a course of tidal observations, with a view to determine the level of ordinary or mean low tide at this pass. I caused three tide gauges to be constructed, and located the same at different points on the bar and above; the water recorded upon each was daily noted, together with the direction of the wind during the past twenty-four hours, and its approximate velocity. By taking the sum of these observations, and dividing by the number of observations made, I obtained the mean of low water for the past six months, which level I have permanently located upon a solid six-inch mark on the west shore, some distance above the bar.

I have the honor to be, sir, &c.,

WILLIAM JOHNSON,
Supervisor.

Lieut. Col. S. H. LONG, *U. S. A.*

Hence it appears, from my own personal inspections as well as from the observations and statements of Mr. Johnson, that the operations of Messrs. Craig & Rightor have hitherto produced no favorable results, in so far as relates to the widening and deepening of the channel of navigation across the bar at the mouth of the Southwest Pass.

The agency that appears to have been relied on by the contractors as the means of accomplishing their contract seems to consist mainly, if not exclusively, in the production of an accelerated current of sufficient speed and force to remove the obstructions and sweep out a channel of the required width and depth.

The accomplishment of the object in this way seems to involve numerous insurmountable difficulties, many of which have already been noticed on this and former occasions. One of the difficulties, however, which has not yet been mentioned, is entitled to some consideration at this time, and will be treated in the following manner:

No acceleration of the currents can be produced without an increased elevation of the surface of the pool from which they flow. Any elevation of the surface of the pool formed above the dams, or jetties, constructed at or near the mouth of the pass, will contribute to give an

increased elevation of the surface of the pass at all points between its mouth and its head, diminishing, of course, as we recede from the pool mentioned, towards the head of the pass. Accordingly an increased elevation would be imparted to the entire water surface of the pass, and this would contribute to increase the outflow, not only through all the bayous on both sides of the pass, but through all the more easterly passes themselves, while it would also contribute to reduce the volume of water that would otherwise flow into the Gulf below the pool. Hence the means in question would not only prove futile, but would eventually contribute to increase the evil which it is designed to cure.

The difficulty above considered may be readily obviated by adopting and applying the process of dredging the channel across the bar, which would have a tendency not only to enlarge the volume of water, but to accelerate its speed in its passage through the channel to the Gulf.

In conclusion, I take leave to advert to the inadequacy of the present light-house, at C on the sketch, to subserve the purposes for which it was intended. Without attempting to enlarge on the defects of its position or structure, I venture to suggest a substitute which would cost less and answer better purposes. Instead of the single light-house, I would propose the construction of two light-boats, with a light on each, elevated some 30 or 40 feet above their decks. One of the boats should be suitably anchored near or a little above the can buoy, and the other about a mile further up the pass, and in such a position that a right line passing from its light to the main outlet of the pass into the Gulf will also pass through the light of the first or lower boat. The lights being thus situated, a vessel in the Gulf bound into the mouth of the pass may pursue her course till she arrives at the range line of the lights, when she may shift her course and pursue her voyage in safety along the line, and across the bar, till she reaches safe anchorage in the pass. Should the channel undergo a change, (and such a change is continually in progress,) a corresponding change may readily be made in the relative positions of the lights by changing the anchorage of the boats, and thus the lights may be made to serve as safe and sure guides to vessels, and especially to steamers, desirous of entering the pass by night, whenever the lights are visible from on board.

Respectfully submitted.

S. H. LONG,
Lieut. Col. Top'l Eng'rs.

Colonel J. J. ABERT,
Chief Top'l Eng'rs, Washington, D. C.

P. S.—My inspection report on the Red river raft, &c., with a topographical sketch, showing the position of the raft and the features of the country in its vicinity, will be prepared and forwarded as early as practicable.

S. H. LONG, *Lieut. Col.*

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, January 6, 1858.

SIR: I transmit herewith, for your information and government, a copy of a report from this office to the War Department of the 16th ultimo, relative to an extension of the time for the fulfilment of the contracts of Messrs. Craig & Rightor for the removal of obstructions at the outlets of the Mississippi river, with a copy of the indorsement of the Hon. Secretary of War thereon.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Col. Corps Topographical Eng'rs.

Lieut. Col. S. H. LONG,
Corps Topographical Eng'rs, Louisville, Ky.

LOUISVILLE, *January 11, 1858.*

SIR: Your instructions of the 6th instant, in relation to the renewed extension, &c., of the contracts of Messrs. Craig & Rightor, have been received.

In conformity thereto, I have notified the contractors of the indulgence thus extended, and desired them to prosecute the work with all practicable despatch, energy, and efficiency; and have also enjoined upon them the adoption of the process of dredging, in connexion with their previous plan of operations, as proposed in their late application for the extension.

Respectfully, sir, your obedient servant,

S. H. LONG,
Lieut. Col. Topographical Eng'rs.

Colonel J. J. ABERT,
Chief Topographical Eng'rs, Washington, D. C.

LOUISVILLE, *February 9, 1858.*

SIR: By a letter this day received from William Johnson, esq., my supervisor at the Southwest Pass, I am informed that Messrs. Craig & Rightor, the contractors, have concluded an arrangement with a gentleman by the name of George Kimball, of Brooklyn, New York, an experienced operator in dredging and deepening marine estuaries, agreeably to which Mr. Kimball has engaged to furnish a suitable dredge boat and other needful apparatus to be employed in dredging the channel of the Southwest Pass, and that he is to commence operations in the pass on or before the close of the present month.

I am also informed through the same channel that the contractors are actively engaged in operations for the purpose of resuming the construction of wing dams for the purpose of concentrating the currents of the pass into the main channel across the tidal bar.

In view of the adoption and application of the combined measures above mentioned, viz: the co-operation of wing dams and suitable dredging machinery, strong hopes are entertained that a valuable improvement of the pass may be effected.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieut. Col. Topographical Eng'rs.

Colonel J. J. ABERT,

Chief Topographical Eng'rs, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, February 20, 1858.

SIR: I transmit herewith a copy of a letter from the chairman of the Committee on Commerce of the Senate, with a copy of a joint resolution to authorize the Secretary of War to modify the contracts made with Messrs. Craig & Rightor for the removal of obstructions at the mouth of the Mississippi river.

You will please report your opinion in regard to such a modification of the contracts as would enable the War Department to pay to the contractors the amount expended by them, and to pay for the works as it progresses, reserving the usual percentage for the fulfilment of the contracts.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,

Captain Top'l Eng's, Assistant, in charge.

Lieut. Col. S. H. LONG,

Corps Topographical Engineers, Louisville, Ky.

LOUISVILLE, *February 25, 1858.*

SIR: I have the honor to acknowledge the receipt of your several communications of the 20th instant, all relating to a modification of the contracts of Messrs. Craig & Rightor, having for its object partial payments for work done under their contract for removing obstructions from the channel of the Southwest Pass, and requiring my "opinion in regard to such modification of the contracts as would enable the War Department to pay to the contractors the amount expended by them, and to pay for the work as it progresses, reserving the usual percentage as security for the fulfilment of the contracts."

The communications are the following, viz:

1st. A letter from the Topographical bureau, dated on the 20th instant;

2d. Copy of a petition of Messrs. Craig & Rightor, asking to be indulged with said modification, dated December 3, 1857;

3d. Copy of a joint resolution of both houses of Congress, relating to authority for allowing the indulgence; and—

4th. Copy of a letter from the chairman of the Senate Committee on Commerce to the Hon. Secretary of War, asking for information respecting said resolution.

My opinions in reference to the efficiency and utility of the work done under the contract of Messrs. Craig & Rightor during the last year (1857) may readily be inferred from my inspection reports, dated April 6th and May 5th, also on December 31st of that year; the two former of which have been published in the "report of the chief topographical engineer, accompanying annual report of the Secretary of War, 1857," (see pp. 42 to 54, inclusive,) while my report of the 31st of December remains unpublished—probably on the files of the bureau. From these reports it may be seen that no perceptible improvement had been produced by the operations of the contractors during the year.

From the report last mentioned it may be seen that the contractors had applied for an extension of the period of their contracts from September 15 to December 31, 1857, and were indulged with the extension; also, that in the month last mentioned they again applied for a renewed extension from January 1st to July 1st of the current year, which was also granted, their showings in both cases having been regarded as sufficient reasons for granting the indulgences.

In view of the whole case as reported, it is manifest that the contractors embarked in their enterprise of improving the mouths of the Mississippi without proper knowledge of the nature and magnitude of the undertaking, and with a reliance on the efficiency of their intended mode of operation far too sanguine. Also, that they have nobody but themselves to blame for any want of foresight or discretion in arranging and concluding their contracts.

Nevertheless, under existing circumstances, an important national work appears to be in danger of being seriously obstructed, if not defeated, for want of means in the hands of the contractors adequate to its further prosecution. It appears that upwards of \$66,000 have already been expended out of their private resources, without any remuneration to themselves or perceptible benefit to the public.

They now propose to change their mode of operation, and avail themselves of the process of dredging in connexion with the formation of wing dams, as a more effectual means of opening channels across the tidal bar into the Gulf. I am decidedly of the opinion that, by the use of suitable dredging machinery, consisting of powerful steam tugs and other proper and needful appliances, especially when employed in connexion with jetties or wing dams, will contribute to the successful accomplishment of the work as now required to be done.

The case seems to present two leading alternatives, viz: either the abandonment of the contracts at the great loss, if not inevitable ruin, of the contractors, or the reimbursement of their expenditures, in whole or in part, in order to enable them to prosecute their work to its completion. I regard the latter as the more humane and prudent course, while its adoption will be likely to contribute not only to the opening of the requisite navigable channels across the tidal bar, but

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to the keeping of them open during a period of four and a half years from and after they shall have once been opened as stipulated in the contracts; the terms on which the contractors have stipulated to keep the channels open during the period mentioned being more favorable than any others that have hitherto been offered for the same service.

In order to illustrate this last consideration, viz: the *keeping open* of each channel for a period of four and a half years, it should be observed that the contracts of Messrs. Craig & Rightor provide for an annual charge of \$8,000 for each, or of \$16,000 for both channels—equivalent to \$72,000 for a period of four and a half years; whereas the lowest offer made by others for the same service was \$62,000 per year for each channel, or \$124,000 per year for both channels—equivalent to \$558,000 for a period of four and a half years. The difference of the total cost, as above, being \$486,000 in favor of Craig & Rightor's contracts.

In view of all the circumstances and relations of the case, I take leave to suggest, as a safe and proper measure of relief to be extended to the contractors, an indulgence of the following import, viz: whenever it shall be made to appear that the contractors shall have procured a good, substantial, and sufficiently powerful steam dredge, tug, or tow-boat, with such other craft, scrapers, appliances, and machinery of all kinds, as are suitable and proper for dredging the channels across the tidal bar, and shall have tested the efficiency of the same by at least one week's successful operation thereof in the Southwest Pass, the sum of \$36,000 shall be paid to the contractors as a partial remuneration for outlays actually incurred; and when the contractors shall have operated successfully with said steam dredge, craft, machinery, &c., in said Southwest Pass, during a period of at least two months from the time of first applying the same successfully, the sum of \$30,000 more shall be paid in like manner to the contractors, both of these payments being regarded as payments, in part, on account of their contracts. Also, that no other payments shall be made to the contractors otherwise than in strict accordance with the stipulations of their contracts, due allowance being made in all cases for indulgences duly authorized and extended to the contractors by the War Department.

The difficulty, if not utter impracticability, of determining the proportional quantum of work done, or rather of effect produced from time to time, seems to preclude any reliable computation or estimates for periodical payments proper to be made as the work progresses. Accordingly, and in conformity to the original design of putting the work under contract, I would advise that no payments be made on account of the same, except those hereinbefore suggested.

Respectfully submitted.

S. H. LONG,
Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

LOUISVILLE, *April 5, 1858.*

SIR: By a telegraphic despatch, made at the instance of Messrs. Craig & Rightor, I am just informed that they are likely to be ready for an inspection of their work in the Southwest Pass in about two weeks from this time.

Accordingly, I take leave to request that I may be authorized to proceed to the mouth of the Mississippi, for the purpose of making the requisite inspection, on or about the close of the current month.

Respectfully, sir, your obedient servant,

S. H. LONG,
Lieut. Col. Topographical Eng'rs.

Colonel J. J. ABERT,
Chief Top. Eng'rs, Washington, D. C.

P. S.—Please answer this requisition by a communication to my address, at St. Louis.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 10, 1858.

SIR: Your letters of the 15th instant have been received. By direction of the Secretary of War, you are authorized to proceed to the mouth of the Mississippi river, for the purpose of inspecting the work of Messrs. Craig & Rightor, in the Southwest Pass.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Eng'rs.

Lieut. Colonel S. H. LONG,
Corps Top. Eng'rs, St. Louis, Missouri.

SOUTHWEST PASS, *May 7, 1858.*

SIR: Having very recently inspected the works done at this pass, under the modified contract of Messrs. Craig & Rightor, for the removal of obstructions therefrom, I have the honor to report briefly thereon, as follows, viz:

The dredge boat Downs, previously used as a towboat on the Mississippi, below New Orleans, was procured, and furnished with appropriate dredging apparatus, consisting of harrows, scrapers, rakes, &c., &c., all of approved dimensions and construction, in the months of February and March last.

The outfit, as above, having been completed, the boat commenced operations on the tidal bar on the 22d day of March, and continued to operate successfully during a period of about three weeks, with occasional interruptions and hindrances by boisterous weather.

The operations have been continued with similar success, and even

to greater advantage than had been anticipated, to the present time, the interruptions and hindrances by stress of weather having been more frequent and formidable than before during the last three weeks.

In addition to the employment of the boat and dredging apparatus, as above, the blasting of the mud lumps at the bottom of the channel with heavy charges of powder has been successfully tried, and the results produced thereby are highly satisfactory.

In view of the whole case, I am decidedly of the opinion that the measure of relief contemplated in my report to the bureau of the 25th of February last may be fairly extended to the contractors, to wit: the payment of \$30,000 as the first instalment therein contemplated to be paid; and although the time for the payment of the second instalment of \$36,000 has not yet elapsed, I am, moreover, of the opinion, in view of the advancement made towards the fulfilment of the first branch of the contract, viz: the opening of the channel, that this instalment may also be paid without detriment to the United States.

Respectfully, sir, your obedient servant,

S. H. LONG,
Lieut. Colonel Topographical Eng'rs.

Colonel J. J. ABERT,
Chief Top. Eng'rs, Washington, D. C.

P. S.—It is expected that the work under the first branch of the contract for the Southwest Pass, or the preliminary stipulations relating to the opening of the channel in this pass, will be ready for final inspection in the course of a few weeks, the weather continuing favorable.

S. H. LONG, *U. S. A.*

Telegraphic Despatch.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 22, 1858.

The Secretary of War directs that you remain at the pass until the work has so progressed that you recommend the payment of thirty-six thousand dollars on account of the contract. Acknowledge receipt.

J. C. WOODRUFF,
Capt. Top. Eng'rs, Assistant in Bureau.

Colonel LONG,
U. S. A., New Orleans.

[By Telegraph.]

NEW ORLEANS, *May 22, 1858.*

Your despatch of this date is received. I remain accordingly.

S. H. LONG.

Captain J. C. WOODRUFF.

[By Telegraph.]

SOUTHWEST PASS, *May 25, 1858.*

Received at Washington, May 25, 1858.

Both instalments proposed in my report of 25th of February last are now fairly payable to the contractors; particulars to be reported.

S. H. LONG,

Corps Topographical Engineers.

Captain J. C. WOODRUFF,

Topographical Bureau.

[By Telegraph.]

BUREAU TOPOGRAPHICAL ENGINEERS,

May 26, 1858.

The Secretary of War desires to know if you sent a despatch yesterday recommending that both instalments, proposed in your report of 25th of February last, be now paid to the contractors. Reply by telegraph.

J. C. WOODRUFF.

Captain Topographical Engineers.

Lieut. Colonel LONG, *United States Army,*

New Orleans, Louisiana.

SOUTHWEST PASS, *May 27, 1858.*

Received at Washington, May 27, 1858, 11 o'clock — min. p. m.

I sent a despatch on the 25th instant, recommending the payment of both instalments, proposed in my report of 25th of February last, be now paid to the contractors.

S. H. LONG.

Captain J. C. WOODRUFF.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, May 22, 1858.

SIR: Your letter of the 7th instant has been received and submitted to the War Department.

Are you not laboring under a misapprehension about the contract having been modified? Such is the impression of the bureau.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Lieut. Colonel S. H. LONG,

Corps Topographical Engineers, New Orleans.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 26, 1858.

SIR: I send enclosed despatch from Lieutenant Colonel S. H. Long. As I doubt its genuineness, I respectfully recommend the waiting for the "particulars to be reported."

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,

Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 26, 1858.

SIR: I send you a copy of a telegraphic despatch and of the report thereon to the War Department.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Major S. H. LONG,

Corps Top. Eng., Bvt. Lieut. Col. U. S. A.,

New Orleans, Louisiana.

NEW ORLEANS, *May 29, 1858.*

SIR: Two telegraphic despatches (one of which is in duplicate) have been received from the Topographical bureau, one dated on the 22d and the other on the 26th instant, both relating to the payment of the instalments proposed in my report of the 25th February last; the receipt of both has been duly acknowledged.

I have the honor now to report that on a thorough inspection of the channel, and of the work done under the modified contract of Messrs. Craig & Rightor for the removal of obstructions from the Southwest Pass, made and concluded on the 28th instant, a straight channel has been opened entirely across the tidal bar, having a width of at least 300 feet, and a depth of 18 to 22 feet. The direction of the channel from its head, near the can buoy, to its entrance into the deep water of the gulf, is south 25° west.

The opening of the channel has undoubtedly been effected in part by the work that has been done under the contracts, and in part by the agency of the water currents in the pass, and by other natural causes; hence, in accordance with the stipulations of the modified contract in so far as they relate to the *opening* of the channel in the Southwest Pass, the compensation to be made for the opening thereof, viz: (\$125,000) one hundred and twenty-five thousand dollars, all payments being included, is now payable to the contractors.

Moreover, the first branch of the contract being fulfilled, as above,

the stipulations for *keeping open* the channel, as provided for in the same contract, will go into operation, and remain binding on the contractors, from and after the 28th day of May, 1858.

All necessary details relating not only to the improvement of the Southwest Pass but to that of the Pass à l'Outre also, will be presented in my inspection report, which will be prepared and forwarded as soon as practicable.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieut. Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, November 26, 1860.

SIR: In answer to the resolution of the House of Representatives of the 16th April last, calling for a report of the entire action of the War Department, under the act of February 8, 1856, entitled "An act to remove obstructions to navigation in the mouth of the Mississippi river, at the Southwest Pass and Pass à l'Outre," I have the honor of transmitting herewith a copy of Ex. Doc. No. 139, 1st session 35th Congress, with copies of the contracts subsequently made, and the correspondence connected therewith, which it is believed will furnish all the information required by the resolution.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,

Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, May 14, 1858.

SIR: I have the honor to submit a copy of the last report of Lieutenant Colonel Long, in relation to the work at the mouth of the Mississippi inspected by him.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,

Secretary of War.

[Indorsement]

Upon the report of the progress of the work, and the recommendation of Lieutenant Colonel Long, the engineer in charge, I direct the payment of \$30,000 to Messrs. Craig & Rightor.

J. B. FLOYD,

Secretary of War.

WAR DEPARTMENT, *May 20, 1858.*

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 28, 1858.

SIR: I have the honor of transmitting herewith, for the information of the War Department, a telegraphic despatch just received from Lieutenant Colonel S. H. Long.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,
Capt. Top. Eng'rs, Asst. to Bureau.

Hon. JOHN B. FLOYD,
Secretary of War.

[Indorsement.]

Upon the recommendation of Lieutenant Colonel Long, the engineer in charge, I direct the further payment of \$36,000 to Messrs. Craig & Rightor.

J. B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *May 28, 1858.*

NEW ORLEANS, *May 31, 1858.*

SIR: I herewith enclose the copy of an application this day made by Messrs. Craig & Rightor for a further extension of their modified contract for the removal of obstructions from the mouth of Pass à l'Outre, and of my reply to said application, both dated on this day.

Being satisfied that the work required to be done for the improvement of this pass cannot be accomplished within the period stipulated in said contract, viz: on or before the first day of July next, I cheerfully commend the application to the favorable consideration of the War Department.

Respectfully submitted.

S. H. LONG,
Lieut. Col. Top. Engineers.

Colonel J. J. ABERT,
Chief Top. Eng'rs, Washington, D. C.

[Indorsement.]

Approved.

J. B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *June 21, 1858.*

NEW ORLEANS, *May 31, 1858.*

DEAR SIR: In consequence of all our energies having been directed to the opening of the Southwest Pass, at the mouth of the Mississippi river, we have not progressed with the work at Pass à l'Outre as we

confidently expected; and as the time of contract for the Pass à l'Outre will expire on the first of July next, we have made application to the War Department for an extension of time of said contract, until June 1, 1859, confidently believing that we will be enabled to finish the work at an earlier date.

We will be glad to know whether the extension asked for by us meets your approval.

Very respectfully, your obedient servants,

CRAIG & RIGHTOR.

Colonel S. H. LONG.

A true copy.

WM. JOHNSON, *Copyist*.

NEW ORLEANS, *May 31, 1858.*

SIR: In consequence of all of our exertions and energies having been directed to the opening of the Southwest Pass, Mississippi river, we have not progressed with the work at Pass à l'Outre as we confidently expected; and as the time of contract for the Pass à l'Outre will expire on the first of July next, we now ask an extension of said contract until June 1, 1859, next, confidently believing that we will be enabled to finish the work at an earlier date.

We beg to refer you to Colonel Long's recommendation to extend the time asked for.

Very respectfully, your obedient servants,

CRAIG & RIGHTOR.

Hon. J. B. FLOYD, *Secretary of War*.

NEW ORLEANS, *May 31, 1858.*

GENTLEMEN: I am in receipt of your application of this date for a further extension of the period of your modified contract for the removal of obstructions from the channel across the tidal bar at the mouth of Pass à l'Outre from the 1st July next to the 1st June, 1859.

Being fully convinced that the work provided for in said contract cannot be accomplished within the period of the last extension granted, viz: to the 1st July next, I cheerfully commend the application made, as above, to the favorable consideration of the War Department.

Respectfully, gentlemen, your obedient servant,

S. H. LONG,

Lieut. Col. Top. Engineers.

Messrs. CRAIG & RIGHTOR,

Contractors for Pass à l'Outre, New Orleans, La.

Attest: A true copy.

WM. JOHNSON, *Supervisor*.

ST. LOUIS, *June 5, 1858.*

SIR: A telegraph despatch was received at this office to-day of the following import, viz:

“ WASHINGTON, *June 4, 1858.*

“ The Secretary of War directs that you report to Washington city without delay.

“ J. C. WOODRUFF,

“ *Captain Topographical Engineers.*

“ Lieut. Col. LONG, *U. S. A.*”

A letter just received from Colonel Long, dated at New Orleans, May 29, 1858, informs me that he will leave for this city on the 4th or 5th instant.

Respectfully, sir, your obedient servant,

H. C. LONG,

Asst. Civil Engineer in charge of office.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, June 5, 1858.

SIR: I have the honor of transmitting herewith a copy of a letter from Lieut. Col. S. H. Long, dated 29th ultimo, reporting the progress of operations by Messrs. Craig & Rightor, under their contracts for improving the navigation at the mouth of the Mississippi river.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,

Capt. Top'l Engineers, Asst. to Bureau, in charge.

Hon. JOHN B. FLOYD,

Secretary of War.

[Indorsement.]

WAR DEPARTMENT, *June 18, 1858.*

Upon the within report of Lieut. Col. Long, topographical engineers, of the completion of the work at the Southwest Pass of the Mississippi river, I direct the further payment to Messrs. Craig & Righton of \$59,000, the balance due them per contract for said work, \$66,000 having been previously paid on the same account.

J. B. FLOYD,

Secretary of War.

WASHINGTON, *June 15, 1858.*

SIR: As one of the sureties on the bond entered into by Craig & Rightor for the opening, and keeping open, the mouths of the Mississippi river at the Southwest Pass and *Pass à l'Outre*, and as the representative of the two other sureties, Richard M. Corwine and William Wiswell, of Cincinnati, Ohio, I do hereby protest against the payment of any moneys on said contract to Craig & Rightor, or to any of their agents, without the express consent of said sureties.

Very respectfully,

JOHN A. CORWIN,
For self and co-sureties.

Hon. JOHN B. FLOYD,
Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, June 26, 1858.

SIR: Your letter of the 31st ultimo, enclosing the application of Messrs. Craig & Rightor for an extension of time for the fulfilment of their contract for the removal of obstructions from *Pass à l'Outre*, at the mouth of the Mississippi river, and recommending it to favorable consideration, has been submitted to the honorable Secretary of War, and has been approved by him.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Lieut. Colonel S. H. LONG,
Corps Topographical Engineers, St. Louis, Mo.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, July 14, 1858.

SIR: Your letter of 10th instant has been received, and submitted to the War Department with a report from this bureau, of which the enclosed is a copy.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Lieut. Col. S. H. LONG,
Corps Topographical Engineers, St. Louis, Mo.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, August 28, 1858.

You were this day informed by telegraph that the work at *Pass à l'Outre* is reported to be ready for inspection, and that the contractors

will have a steamboat ready to meet you at New Orleans at such time as you may designate.

I transmit herewith a copy of a letter from W. E. Starke, esq., upon the subject.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,

Capt. Top. Engs., Asst. to Bureau, in charge.

Lieut. Col. S. H. LONG,

Corps Topographical Engineers, St. Louis, Mo.

WASHINGTON, *August 28, 1858.*

SIR: We beg to inform you that the work for opening Pass à l'Outre, at the mouth of the Mississippi river, being now completed and ready for inspection, we ask that an officer be appointed to inspect the work and report on the same.

The prevalence of yellow fever at New Orleans may be an objection on the part of Lieutenant Colonel Long, the officer now in charge of the work, to visiting Pass à l'Outre at this time, in which event we beg to suggest the appointment of some officer who is acclimated in his place.

Very respectfully, your obedient servants,

CRAIG & RIGHTOR,

Per W. E. STARKE.

Hon. JOHN B. FLOYD,

Secretary of War.

[By telegraph]

WASHINGTON, *August 28, 1858.*

The work at Pass à l'Outre is reported ready for inspection. The contractors will direct the "Downs" to meet you at New Orleans on the day you may designate. Please answer promptly.

J. J. ABERT,

Colonel Corps Topographical Engineers.

Lieut. Col. S. H. LONG,

United States Army, St. Louis, Missouri.

UNITED STATES TOPOGRAPHICAL OFFICE,

St. Louis, September 1, 1858.

COLONEL: Your despatch (telegram) of the 28th ultimo is this moment received. Colonel Long will leave for New Orleans on the 3d instant.

Very respectfully, your obedient servant,

HENRY C. LONG,

Assistant, in charge.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, September 6, 1858.

SIR: I have the honor to acknowledge your direction to report upon a letter from Messrs. Craig & Rightor, stating that the work of opening Pass à l'Outre, at the mouth of the Mississippi river, has been completed, and asking that an officer be appointed to inspect it.

I transmit herewith a copy of a telegraphic despatch of the 28th ultimo, to Lieutenant Colonel Long, the officer in charge of the work, and a copy of a letter from H. C. Long, esq., his assistant, from which it appears that Lieutenant Colonel Long was to leave St. Louis for New Orleans on the 3d instant.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

NEW ORLEANS, *September 11, 1858.*

SIR: In obedience to instructions from the War Department, dated on the 28th, and received on the 31st of August last, I proceeded to Pass à l'Outre, for the purpose of inspecting the work done at said pass under the modified contract of Messrs. Craig & Rightor, for the removal of obstructions from the mouth thereof, especially in so far as relates to the first branch or object of said contract, viz: to the opening of a channel, three hundred feet wide and eighteen feet deep, entirely across the tidal bar to the deep water of the open Gulf.

I now have the honor to report, briefly and summarily, the results of my investigations, measurements, &c., in reference to the subjects proposed, and the conclusions to which I have arrived.

A straight channel, leading in a direction about S. 85° E., or N. 85° W., having a width nowhere less than three hundred feet, (300,) and a depth of at least eighteen (18) feet below the surface of ordinary low water, has been opened and now exists at and entirely across said tidal bar, as provided for in said contract.

The opening of the channel at Pass à l'Outre, and the inspection thereof, as above, were accomplished on the 10th day of September, 1858.

Hence the contract price, viz: \$125,000, stipulated to be paid for the opening of the channel, is now fairly due and payable to the contractors, or their legal representatives, on account of the work done by them at and near the mouth of the Pass à l'Outre.

Hence, also, the first branch or object of the contract, viz: the opening of the channel, having been accomplished, inspected, and ready for acceptance on the 10th day of September, 1858, the second branch or object of the same contract, viz: the keeping open of said channel, will take effect and be in force from and after the same date, viz: the 10th day of September, 1858.

All needful and proper details, not only in reference to Pass à

l'Outre but to the Southwest Pass, which I have also inspected on my late tour of inspection, will be exhibited as early as practicable in a subsequent report.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieut. Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

P. S. I propose to return to St. Louis by the first favorable opportunity.

S. H. LONG,

United States Army.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, September 18, 1858.

SIR: I have the honor to submit a copy of a report from Colonel Long, of the 11th instant, to the effect that the channel at Pass à l'Outre has been opened by Messrs. Craig & Rightor, in accordance with the terms of the modified contract, and that the payment of one hundred and twenty-five thousand dollars (\$125,000) is now fairly due to the contractors.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,

Secretary of War.

Indorsement.

Let the money be paid in accordance with the report of the engineer and recommendation of the colonel of the corps.

J. B. FLOYD,

Secretary of War.

WAR DEPARTMENT, *September 18, 1858.*

UNITED STATES TOPOGRAPHICAL OFFICE,

St. Louis, September 23, 1858.

SIR: I have the honor herewith to submit my report on the inspections recently made by me at the mouths of the Mississippi, in Pass à l'Outre and Southwest Pass.

Agreeably to instructions heretofore issued from the bureau, I shall endeavor to prepare my forthcoming annual report in duplicate, unless otherwise directed by the bureau.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

WASHINGTON, *June 15, 1858.*

SIR: As one of the sureties on the bond entered into by Craig & Rightor for the opening, and keeping open, the mouths of the Mississippi river at the Southwest Pass and *Pass à l'Outre*, and as the representative of the two other sureties, Richard M. Corwine and William Wiswell, of Cincinnati, Ohio, I do hereby protest against the payment of any moneys on said contract to Craig & Rightor, or to any of their agents, without the express consent of said sureties.

Very respectfully,

JOHN A. CORWIN,
For self and co-sureties.

Hon. JOHN B. FLOYD,
Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, June 26, 1858.

SIR: Your letter of the 31st ultimo, enclosing the application of Messrs. Craig & Rightor for an extension of time for the fulfilment of their contract for the removal of obstructions from *Pass à l'Outre*, at the mouth of the Mississippi river, and recommending it to favorable consideration, has been submitted to the honorable Secretary of War, and has been approved by him.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Lieut. Colonel S. H. LONG,
Corps Topographical Engineers, St. Louis, Mo.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, July 14, 1858.

SIR: Your letter of 10th instant has been received, and submitted to the War Department with a report from this bureau, of which the enclosed is a copy.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Lieut. Col. S. H. LONG,
Corps Topographical Engineers, St. Louis, Mo.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, August 28, 1858.

You were this day informed by telegraph that the work at *Pass à l'Outre* is reported to be ready for inspection, and that the contractors

will have a steamboat ready to meet you at New Orleans at such time as you may designate.

I transmit herewith a copy of a letter from W. E. Starke, esq., upon the subject.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,

Capt. Top. Engs., Asst. to Bureau, in charge.

Lieut. Col. S. H. LONG,

Corps Topographical Engineers, St. Louis, Mo.

WASHINGTON, August 28, 1858.

SIR: We beg to inform you that the work for opening Pass à l'Outre, at the mouth of the Mississippi river, being now completed and ready for inspection, we ask that an officer be appointed to inspect the work and report on the same.

The prevalence of yellow fever at New Orleans may be an objection on the part of Lieutenant Colonel Long, the officer now in charge of the work, to visiting Pass à l'Outre at this time, in which event we beg to suggest the appointment of some officer who is acclimated in his place.

Very respectfully, your obedient servants,

CRAIG & RIGHTOR,

Per W. E. STARKE.

Hon. JOHN B. FLOYD,

Secretary of War.

[By telegraph]

WASHINGTON, August 28, 1858.

The work at Pass à l'Outre is reported ready for inspection. The contractors will direct the "Downs" to meet you at New Orleans on the day you may designate. Please answer promptly.

J. J. ABERT,

Colonel Corps Topographical Engineers.

Lieut. Col. S. H. LONG,

United States Army, St. Louis, Missouri.

UNITED STATES TOPOGRAPHICAL OFFICE,

St. Louis, September 1, 1858.

COLONEL: Your despatch (telegram) of the 28th ultimo is this moment received. Colonel Long will leave for New Orleans on the 3d instant.

Very respectfully, your obedient servant,

HENRY C. LONG,

Assistant, in charge.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, September 6, 1858.

SIR: I have the honor to acknowledge your direction to report upon a letter from Messrs. Craig & Rightor, stating that the work of opening Pass à l'Outre, at the mouth of the Mississippi river, has been completed, and asking that an officer be appointed to inspect it.

I transmit herewith a copy of a telegraphic despatch of the 28th ultimo, to Lieutenant Colonel Long, the officer in charge of the work, and a copy of a letter from H. C. Long, esq., his assistant, from which it appears that Lieutenant Colonel Long was to leave St. Louis for New Orleans on the 3d instant.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

NEW ORLEANS, *September 11, 1858.*

SIR: In obedience to instructions from the War Department, dated on the 28th, and received on the 31st of August last, I proceeded to Pass à l'Outre, for the purpose of inspecting the work done at said pass under the modified contract of Messrs. Craig & Rightor, for the removal of obstructions from the mouth thereof, especially in so far as relates to the first branch or object of said contract, viz: to the opening of a channel, three hundred feet wide and eighteen feet deep, entirely across the tidal bar to the deep water of the open Gulf.

I now have the honor to report, briefly and summarily, the results of my investigations, measurements, &c., in reference to the subjects proposed, and the conclusions to which I have arrived.

A straight channel, leading in a direction about S. 85° E., or N. 85° W., having a width nowhere less than three hundred feet, (300,) and a depth of at least eighteen (18) feet below the surface of ordinary low water, has been opened and now exists at and entirely across said tidal bar, as provided for in said contract.

The opening of the channel at Pass à l'Outre, and the inspection thereof, as above, were accomplished on the 10th day of September, 1858.

Hence the contract price, viz: \$125,000, stipulated to be paid for the opening of the channel, is now fairly due and payable to the contractors, or their legal representatives, on account of the work done by them at and near the mouth of the Pass à l'Outre.

Hence, also, the first branch or object of the contract, viz: the opening of the channel, having been accomplished, inspected, and ready for acceptance on the 10th day of September, 1858, the second branch or object of the same contract, viz: the keeping open of said channel, will take effect and be in force from and after the same date, viz: the 10th day of September, 1858.

All needful and proper details, not only in reference to Pass à

l'Outre but to the Southwest Pass, which I have also inspected on my late tour of inspection, will be exhibited as early as practicable in a subsequent report.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieut. Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

P. S. I propose to return to St. Louis by the first favorable opportunity.

S. H. LONG,

United States Army.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, September 18, 1858.

SIR: I have the honor to submit a copy of a report from Colonel Long, of the 11th instant, to the effect that the channel at Pass à l'Outre has been opened by Messrs. Craig & Rightor, in accordance with the terms of the modified contract, and that the payment of one hundred and twenty-five thousand dollars (\$125,000) is now fairly due to the contractors.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,

Secretary of War.

Indorsement.

Let the money be paid in accordance with the report of the engineer and recommendation of the colonel of the corps.

J. B. FLOYD,

Secretary of War.

WAR DEPARTMENT, *September 18, 1858.*

UNITED STATES TOPOGRAPHICAL OFFICE,

St. Louis, September 23, 1858.

SIR: I have the honor herewith to submit my report on the inspections recently made by me at the mouths of the Mississippi, in Pass à l'Outre and Southwest Pass.

Agreeably to instructions heretofore issued from the bureau, I shall endeavor to prepare my forthcoming annual report in duplicate, unless otherwise directed by the bureau.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

UNITED STATES TOPOGRAPHICAL OFFICE,
St. Louis, September 23, 1858.

SIR: Pursuant to your instructions of the 28th ultimo, received at this place on the 31st of the same month, I embarked for the mouths of the Mississippi on the 2d instant, and arrived at Pass à l'Outre on the 10th instant, and engaged at once in the inspection of the work done under the contract of Messrs. Craig & Rightor for the improvement of the channel across the tidal bar at this pass. The proceedings had in reference to the examinations and inspection of the pass are briefly as follows, viz:

1. A double series of line soundings extending entirely across the tidal bar (about 2,200 yards) to the open Gulf and back again was made along the improved channel at, near, and within the limits to which it had been opened; more than 250 soundings in feet were made on this trip.

The following is a synopsis of this double series:

First trip	{	20, 20, 19, 18, 19, 18, 19, 18, 18, 18, 18, 18, 18, 18, 18.
outward.	{	20, 19, 20, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18.
First trip	{	18, 18, 17, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 17, 17.
outward.	{	18, 18, 18, 18, 18, 18, 18, 18, 18, 17, 18, 17, 18, 18, 18, 18.
First trip	{	18, 17, 17, 18, 17, 17, 16, 17, 17, 17, 17, 18, 17, 17, 18,
outward.	{	18, 20, 20, 21, 22.
	{	17, 17, 16, 17, 16, 17, 16, 16, 16, 16, 16, 16, 15, 16, 17,
	{	17, 21, 22, 25, 22.

N. B.—The soundings less than 18 feet in depth were all outside of the channel way, while many above and below the bar, exceeding 18 feet in depth, are omitted in the synopsis.

Returning on the same trip from the Gulf to the inner margin of the bar, the double series of soundings were as follows:

First trip	{	22, 21, 20, 19, 18, 18, 18, 18, 18, 18, 19, 19, 18, 18, 18,
return.	{	18, 19, 19, 19.
	{	22, 21, 20, 19, 20, 19, 19, 18, 18, 19, 19, 18, 19, 19, 19,
	{	18, 18, 19, 19.
First trip	{	19, 19, 19, 19, 19, 19, 19, 18, 19, 19, 19, 18, 18, 19, 18, 19.
return.	{	19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 20, 19, 19, 19, 19.
First trip	{	18, 18, 19, 19, 19, 19, 20, 20, 18, 19, 19, 18, 18, 19, 19, 19.
return.	{	19, 19, 19, 19, 19, 20, 20, 19, 20, 20, 19, 19, 19, 19, 19.
First trip	{	19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19, 20.
return.	{	19, 19, 19, 19, 19, 20, 20, 20, 19, 19, 19, 19, 20, 21.

Note.—The outward and return soundings recorded in the foregoing synopsis were made when the surface water of the pass was about three inches below ordinary low water.

Our second trip embraced a double series of zigzag soundings, carried alternately to the north and south sides of the new channel, and extending, as before, entirely across the tidal bar, the number of soundings made being about 400.

The following synopsis exhibits the soundings made on this trip, taken zigzag or from side to side of the channel in both directions, outward and return :

Second trip outward.	{ 20, 18, 18, 19, 19, 18, 18, 18, 18, 18, 18, 18, 18, 17, 17, 18. 20, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 17, 18, 17, 16, 16.
Second trip outward.	{ 17, 18, 18, 18, 19, 19, 19, 19, 18, 18, 18, 17, 16, 16, 17, 17, 17, 18. 17, 17, 18, 18, 18, 19, 19, 18, 16, 17, 16, 15, 15, 15, 16, 16, 18, 18.
Second trip outward.	{ 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18. 18, 18, 17, 18, 18, 18, 17, 17, 18, 18, 17, 17, 17, 16, 16, 16, 17.
Second trip outward.	{ 18, 18, 18, 18, 18, 18, 17, 18, 17, 18, 18, 17, 18, 19, 18, 18, 19, 18. 17, 17, 17, 17, 17, 16, 16, 16, 17, 17, 17, 17, 18, 19, 18, 18, 18, 18.
Second trip outward.	{ 18, 18, 17, 18, 22, 22, 20, 23, 21, 27. 17, 17, 19, 19, 22, 18, 19, 22, 24, 27.
Second trip return.	{ 19, 22, 21, 24, 24, 23, 21, 23, 22, 21, 23, 18, 18, 19, 20, 21. 19, 20, 22, 23, 22, 22, 22, 22, 22, 21, 23, 18, 19, 19, 22, 18.
Second trip return.	{ 22, 21, 19, 19, 19, 18, 19, 19, 19, 19, 19, 18, 18, 18, 18, 18. 22, 18, 19, 19, 18, 19, 19, 19, 19, 19, 18, 19, 17, 16, 15, 16.
Second trip return.	{ 18, 18, 17, 18, 18, 19, 19, 19, 19, 19, 20, 20, 20, 19, 19, 18, 17. 17, 18, 18, 19, 17, 18, 18, 19, 20, 19, 19, 20, 18, 19, 18, 18, 17.
Second trip return.	{ 17, 17, 18, 18, 19, 18, 18, 18, 19, 19, 20, 19, 19, 20, 19, 19, 19. 17, 17, 17, 18, 18, 18, 18, 19, 19, 19, 19, 19, 21, 19, 19, 19, 19.
Second trip return.	{ 19, 19, 19, 18, 18, 17, 19, 19, 19, 19, 18, 18, 18, 18, 19, 19, 19. 19, 19, 18, 18, 18, 18, 18, 19, 19, 18, 18, 18, 18, 19, 19, 20, 21.
Second trip return.	{ 19, 19, 19, 19, 19, 19, 19, 18, 18, 17, 17, 18, 18, 18, 18. 21, 19, 19, 19, 19, 19, 18, 18, 17, 17, 17, 18, 18, 18, 18.
Second trip return.	{ 18, 19, 18, 20, 20, 20, 21, 22. 18, 19, 19, 20, 20, 20, 22, 22.

The soundings in this synopsis may be regarded as random soundings obliquely across the channel, between the north and south margins thereof.

The third trip also embraced a double series of line soundings, each series having been made as nearly as practicable in coincidence with the lines bounding the sides of the channel, one of the series being run approximately along the northerly side, and the other along the

southerly side of the channel. These soundings in both directions are exhibited in the following synopsis:

Third trip outward.	{	19, 19, 19, 18, 18, 18, 19, 18, 18, 18, 18, 18, 18, 18, 18, 18, 19, 18, 18.
	{	20, 19, 19, 18, 19, 18, 18, 18, 18, 18, 18, 19, 19, 18, 18, 18, 18, 18, 18.
Third trip outward.	{	18, 18, 18, 18, 18, 18, 18, 18, 18, 19, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18.
	{	18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18.
Third trip outward.	{	18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 21, 19, 23, 23.
	{	18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 19, 22, 22, 22.
Third trip return.	{	19, 18, 19, 19, 19, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18.
	{	19, 19, 19, 19, 18, 18, 18, 18, 19, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18.
Third trip return.	{	18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18.
	{	18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18.
Third trip return.	{	18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 19, 19, 19, 19, 19, 18, 18, 18, 18, 18, 18, 18, 19, 19, 18, 18, 19, 19, 19, 19, 20.

The soundings recorded in this synopsis were made on lines fully 300 feet apart at all points, the distances between the lines pretty generally being considerably greater than that just mentioned.

In order to determine the least distance between the lines mentioned, or, in other words, the width of the improved channel at its narrowest part, a fourth trip was made across the bar and back again, and careful measurement was made across the channel at a point where its width was obviously less than at any other point. This measurement was effected by means of small lines stretched across the channel from the steamer Downs, which was anchored midway of the channel, the lines being extended to buoys placed on each side of the channel near its margins. The measurement gave for the width of the channel at its narrowest part at least 325 feet.

From the soundings of the third trip it may be inferred that the average depth of the newly-opened channel is considerably more than 18 feet; whereas the average depth of the same channel, as inferred from the soundings recorded in my inspection report of June last, is about 16 feet.

This astonishing and almost incredible change has been effected by the submarine blasting of 74 torpedoes, and the consumption of nearly 8,000 pounds, or four net tons, of gunpowder.

The torpedoes employed, one only of iron being excepted, were made of tin in the form of canisters, and were of three different sizes; the largest containing 156 pounds, the medium 112 pounds, and the

smallest 78 pounds each. Of the first or largest class, 12 were blasted; of the second or medium class, 32; and of the third or smallest class, 30 were blasted; the whole quantity of powder consumed being about 8,000 pounds, as before stated.

The torpedoes were deposited and blasted in depths varying from 7 to 20 feet below the water surface. Their explosion produced basin-shaped cavities at the bottom of the pass, of greater or less dimensions, according to the depth of the water and the size of the charge exploded. The more conspicuous the effect, and the louder the report of the explosion above water, the less considerable the effect produced at the bottom of the pass.

The skilful and successful management of the blasting was executed by Mr. George L. Baker, who fired the first torpedo on the Pot Rock at Hurl Gate, under the direction of Benjamin Maillefert, esq., and has served conspicuously and successfully in the operations of that gentleman at that and various other points since the date of that memorable achievement.

The effect of the blasting on the indurated bottom of the pass consists not only in the formation of basin-shaped cavities, but in the converting of the indurated and crusty clay bed at the bottom of the channel into a pasty and yielding consistency, whereby the levigated materials of which it is composed are disintegrated, set at liberty, and wafted away by the water currents. By the same operation, the crust at the bottom being extensively ruptured, the gasses, &c., beneath it are allowed to escape, producing violent ebullitions at the surface of the water, and a subsequent settling or sinking of the indurated bottom remaining undisturbed by the blast near and for a greater or less distance around the point of explosion.

The washing away of the detritus thus produced is further promoted and accelerated by the use of massive harrows or scrapers dragged along the bottom after the explosions have been made.

Having completed my inspection of this pass, I prepared a brief summary report in relation to the same, of which the following is a copy:

“NEW ORLEANS, *September* 11, 1858.

“SIR: In obedience to instructions from the War Department, dated on the 28th and received at St. Louis on the 31st of August last, I proceeded to Pass à l’Ostre for the purpose of inspecting the work done under the modified contract of Messrs. Craig & Rightor for the removal of obstructions from the mouth thereof, especially in so far as relates to the first branch or object of said contract, viz: to the *opening of a straight channel*, 300 feet wide and 18 feet deep, entirely across the tidal bar, to the deep water of the Gulf.

“I now have the honor to report, briefly and summarily, the results of my investigations, measurements, &c., in reference to the subjects proposed, and to the conclusions to which I have arrived.

“A straight channel leading in a direction about S. 85° E. or N. 85° W., having a width nowhere less than three hundred (300) feet, and a depth of at least eighteen (18) feet below the surface of ordinary

low water, has been opened and now exists at and entirely across the said tidal bar, as provided for by said contract.

“The opening of the channel at Pass à l’Outre, and the inspection thereof, as above, were accomplished on the 10th day of September, 1858.

“Hence the contract price, viz: \$125,000, stipulated to be paid for the *opening* of the channel is now fairly due, and payable to the contractors or their legal representatives, on account of the work done by them at and near the mouth of Pass à l’Outre.

“Hence, also, the first branch or object of said contract, viz: the *opening of the channel*, having been accomplished, inspected, and ready for acceptance on the 10th of September, 1858, the second branch or object of the same contract, viz: the *keeping open* of said channel, will take effect and be in force from and after the same date, viz: the 10th day of September, 1858.

“All needful and proper details and explanations, not only in reference to Pass à l’Outre, but to the Southwest Pass, which I have also inspected on my late tour for these purposes, will be exhibited as early as practicable in a subsequent report.

“Respectfully, sir, &c.,

“S. H. LONG,

“Lieut. Col. Top. Engineers.

“Colonel J. J. ABERT,

“Chief Top. Engineers, Washington, D. C.”

The torpedoes first used were of boiler iron, heavy, unwieldy, and in other respects difficult to manage. They were sunk by the side of a guide pile driven vertically into the mud lump that was to be blasted. A perforation was made in the same lump at the side of the driven pile, by means of another similar pile, for the reception of the torpedo into the substance of the lump. Their ignition was effected by means of an iron tube screwed to the torpedo, and rising perpendicularly from the torpedo a little above the surface of the water. A hammer, consisting of a bar of iron ten inches long and three-fourths of an inch square, pierced with a key-hole for the reception of a spring key, with a bow or eyelet at the folded end, to which a long slender line was attached, was so adjusted as to pass freely down and within the tube on the withdrawal of the key by means of the line. When dropped, the hammer fell freely through the tube, and its lower extremity hit upon one or more percussion caps in the upper end of the torpedo, and the explosion instantly followed.

Of this description of torpedo, five only were blasted, when the torpedoes of tin, and Mr. Baker, their expert operator, were introduced. The form and size of these torpedoes have already been sufficiently described. They were sunk and anchored at the bottom, wherever blasts were required, by means of suitable weights, in the form of small bags filled with sand, attached. They were ignited by means of long flexible electric conductors attached to them prior to their being submerged. The electricity by which they were exploded was generated by means of a small galvanic battery, with twenty-seven plates, six and a half inches square.

Operations with the iron torpedoes are obviously far more dangerous and expensive, and far less expeditious than those with the tin torpedoes. The delays and interruptions attending the former, especially in stresses of weather, are far more frequent and protracted than those attending the latter in almost any state of fair weather.

It is believed that ten or twelve tin torpedoes may be deposited and exploded in the time required to set and explode a single iron torpedo; while the effect produced by each of the former is quite as useful and efficient as that produced by the latter.

With regard to the pile work done at this pass, the line of piles has been formed and extended downward from its head about three hundred yards below the light-house, through a distance of thirteen hundred feet. The materials on hand, applicable to its further extension, consist of fifty square piles, sixty feet long and about one foot square; thirty thousand feet, board measure, of plank piles, battens, ribands, &c., and a considerable quantity of iron in bars, bolts, and spikes. The water craft, pile-drivers, and other appliances employed on the work, remain as stated in my inspection report of June last.

The useful effect of this method of improvement, viz: the construction of pile dams, remains questionable. The sedimentary deposits accumulated in their wake are very considerable, but their influence upon the channel across the bar is scarcely, if at all, perceptible. At any rate, it is hardly worthy of consideration in comparison with the astonishing effects produced by the explosion of torpedoes.

Having completed my examinations and inspections at Pass à l'Ou-tre, I proceeded to the Southwest Pass on the 11th of September, for the purpose of inspecting the condition of the channel across the tidal bar at this pass, that had been opened, inspected, and accepted, on the 28th day of May last.

A careful examination of this pass had been made by Captain Johnson on the 18th, 19th, 20th, and 21st of July last, on which about seven hundred random soundings were made within and near the opened channel, from the can buoy downward to the open Gulf; about five hundred of the soundings having been made between the crest of the bar and the Gulf. The results showed that the channel had continued open from the date of its final inspection in May till the dates in July, at which his examinations were made. The following extract from the report of Captain Johnson will show the condition and capacity of the opened channel at the time of his examinations:

“NEW ORLEANS, *July 28, 1858.*

“SIR: * * * * * Upon the 15th, 16th, 17th, and 18th (July) my time was devoted to sounding out the improved new channel (which, for the sake of perspicuity, I will denominate Kimball's channel,) of the Southwest Pass and across its tidal bar, and in the course of those above mentioned days made some seven hundred random soundings within the limits of the improved channel accepted by you in May last: finding on each of those days, due allowance being made for tide, the depth varying from eighteen to twenty-seven feet. The soundings made above in the channel, above what in your report is denominated ‘the crest of the bar,’ indicate a steady and

permanent increase of one foot or more the whole way from the can-buoy seaward to the crest.

"From the crest to the open water of the Gulf, within the 'mud lump region,' the channel maintains its depth and width and direction, without any perceptible difference from its condition on May 28. The mud lump on the west side of the channel, which formerly had a depth of six and a half feet at mean low water upon its summit, seems to be rising, as my soundings now indicate a depth of only five feet at the same stage of tide. The base of the lump seems, however, not to be extending. The eastern lump of the channel remains without perceptible change of any kind. The topography of the lump above water remains the same as at the time of your last inspection.

Within the last two months a remarkable change has taken place in the condition of the old west channel, which is shoaled so much that now only fourteen feet of water can be found thereon. Those engaged in navigation have entirely abandoned the use of this old outlet, and vessels are now passed entirely through the new or Kimball's channel.

"The pile dam remains in the same condition as when inspected by you in May.

"WM. JOHNSON, *Supervisor.*

"Lieut. Col. LONG, *United States Army.*"

The soundings mentioned in the foregoing extract are said to have been made at a stage at least six inches below mean tide or ordinary low water.

My personal examinations, soundings, &c., made on the 11th September instant, were performed when the water was at a stage a little above ordinary low water, and the soundings called and recorded in the subjoined synopsis, especially those recorded 18 feet, were cried out with the addition of *large* or *half* to the depth recorded.

The soundings were made in a double series on the larboard and starboard sides of the steamer Downs, from the can buoy to the deep water of the Gulf, along the southeasterly side of the new channel, and back again to the can buoy on the northwesterly side of the channel.

Synopsis of soundings at the sides of the new channel in Southwest Pass.

Outward { 19, 19, 18, 18, 18, 18, 19, 19, 19, 19, 19, 19, 19, 18, 18.
trip. { 19, 18, 18, 18, 18, 19, 18, 19, 19, 19, 18, 19, 18, 19, 19.

Outward { 19, 19, 18, 19, 18, 18, 18, 19, 19, 19, 19, 18, 19, 18, 18.
trip. { 18, 18, 18, 18, 18, 18, 18, 19, 19, 18, 18, 18, 18, 18, 18.

Outward { 18, 18, 18, 19, 18, 18, 18, 18, 18, 18, 18, 19, 19, 21.
trip. { 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18, 19, 20, 22.

Return { 21, 23, 22, 21, 22, 21, 23, 20, 19, 18, 18, 19, 19, 18, 19.
trip. { 22, 20, 22, 22, 21, 18, 18, 19, 19, 18, 18, 18, 18, 18.

Return { 19, 18, 18, 18, 19, 19, 18, 19, 19, 18, 18, 19, 19, 18, 18, 18.
trip. { 19, 18, 18, 19, 19, 18, 18, 18, 18, 18, 18, 18, 18, 18, 18.

Return { 18,18,18,18,18,18,18,18,18,18,18,18,18,18,18,18.
 trip. { 18,18,18,18,19,18,18,18,19,18,18,18,18,18,18,18.
 Return { 18,18,18,18,19,19,18,19,19,19,18,19,19,19,19,20,20.
 trip. { 18,19,18,18,18,19,19,19,19,19,18,19,19,19,19,19,20.

From the soundings recorded in this synopsis, and from those taken by Captain Johnson in the month of July last, as stated in his report before cited, it is quite evident that the channel across the tidal bar at the Southwest Pass, as opened and accepted on the 28th of May last, has continued open to the width and depth required by the modified contract from the date last mentioned to the date of my late inspection of said Southwest Pass.

With respect to the pile wing dam constructed by Messrs. Craig & Rightor at this pass, its condition is still similar to what it was represented to be in my inspection report of the 3d of June last. The only change observed consists in the enlargement of its breaches, and other indications of its instability and deterioration. This structure has, no doubt, contributed in some degree to the improvement of the pass, but it has never been regarded by me as essential either to the opening of the channel or to the keeping of it open, and my repeated observations have contributed to strengthen and confirm that opinion.

I am now satisfied that the blasting of torpedoes at the bottom and sides of the channel across the tidal bars is the surest and most effectual means within my knowledge not only of *opening* but of *keeping open* the channels both of the Southwest Pass and of the Pass à l'Outre; and whatever may be the specific terms of the contracts made for these purposes, I am decidedly of the opinion that the actual accomplishment of the objects in view by any means whatever should be regarded as the legitimate fulfilment of the contracts.

In conclusion, it is fair and proper to remark that the mode of operation that has proved so eminently successful in opening the channels across the tidal bars has been borrowed from that adopted by Benjamin Maillefert, esq., in his memorable operations at Hurl Gate, while engaged in blasting and removing submarine rocks at that once formidable pass. A device so ingenious, and at the same time so magnificent, is entitled not only to respectful notice, but to a generous reward.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieut. Col. Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

WASHINGTON, October 8, 1858.

SIR: Having completed the contract for opening the Southwest Pass and Pass à l'Outre, at the mouth of the Mississippi river, the same having been duly accepted by the department, we now ask an alteration or modification of the terms for keeping open said passes.

When the contracts were entered into for "opening and keeping open the passes," the Secretary of War, Colonel Davis, retained the sum of eighty-three thousand dollars for keeping open these passes—estimating eight thousand per year as sufficient to keep them open, for four years, by the operation of the force of water, or scouring process, produced by the concentration of the currents by the wing dams, or jetties, constructed for that purpose.

The contractors, however, discovered, after nearly twelve months of constant labor in constructing these wing dams, that the nature of the mud lumps in the channels, and the tenacious nature of the mud forming the bars across the channels, was such that other and very expensive means had to be resorted to in addition; and not until the torpedoes and extensive blastings, together with the aid of large scrapers and harrows attached to a powerful steamboat, was put in operation could the successful opening of these passes be properly accomplished; and it will now require the continuance of constant blasting, harrows, and scraping, to keep these channels open, the compensation for which is entirely inadequate, and we ask the sum of seventeen thousand dollars per annum for each pass be allowed for keeping open, for two years from the date of opening each pass, which amount is scarcely adequate to defray the actual expenses necessary for that purpose.

We beg to refer you to the Hon. Jefferson Davis, formerly Secretary of War, for his views at the time the contracts were entered into with the department, and particularly as to the sum retained for keeping open the channels referred to, as it was confidently believed at the time that the scouring process promoted by the wing dams would accomplish the object.

The sum of seventy-two thousand five hundred dollars still remains of the appropriation for opening and keeping open the Southwest Pass and Pass à l'Outre.

Respectfully, your obedient servant,

CRAIG & RIGHTOR.

Per W. E. STARKE.

Hon. JOHN B. FLOYD,
Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, October 9, 1858.

SIR: I transmit herewith for report a letter from Messrs. Craig & Rightor, asking a modification of the conditions of their contracts for keeping open the passes at the mouth of the Mississippi river.

Please return the letter of Messrs. Craig & Rightor with your report.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps of Topographical Engineers.

UNITED STATES TOPOGRAPHICAL OFFICE,
St. Louis, October 14, 1858.

SIR: I have the honor to be in receipt of your instructions of the 9th instant, in relation to an application in behalf of Messrs. Craig & Rightor, signed by W. E. Starke, soliciting another alteration or modification of their contracts for the removal of obstructions from the mouths of the Southwest Pass and Pass à l'Outre.

In reply, I beg leave to state, briefly and summarily, that I can perceive no reasonable grounds either for asking or granting the indulgence solicited in the application. The cost of keeping open the channel has never as yet been adequately tested. At the date of my late inspections on the 10th and 11th of September last, little or nothing had been done in the way of keeping open either of the channels, and the trouble and expense of doing so remain to be shown.

The time occupied in opening the channel in Pass à l'Outre to the requisite width and depth, and through a distance of more than a mile, was only about one month. The effectual accomplishment of this object in so short a time, by blasting torpedoes at the bottom of the channel, was truly astonishing, and greatly exceeded my expectations. The keeping open of the channel by the use of similar means and appliances is likely to prove equally expeditious and efficacious; and I am inclined to believe that by substituting a propeller of suitable power, and with proper equipments, (which I have been led to suppose will be done by the present manager of the work,) instead of the steamer Downs, which is old and nearly worn out, a single steamer, properly officered and manned, will be sufficient to keep open the channels of both passes; also, that the cost of this operation in both channels, with judicious and proper management, will not exceed \$16,000 per year for both channels.

The supervision of the works under the contracts of Craig & Rightor is now in charge of C. A. Fuller, esq., late United States agent for the improvement of Red river at and near the raft, whose ability, competency, and long experience in public service, render him eminently qualified for this duty. This officer will be directed to attend specially and personally on all operations at the passes, and in so far as they relate to the keeping open of the channels thereat; and to observe carefully all circumstances and occurrences affecting the progress and cost, as well as the prompt and faithful fulfilment of the contract in all respects.

Should it appear satisfactorily and conclusively, at the time when the first instalments become due for keeping open the channels, that the contractors are not likely to be amply remunerated for their services, then, and not till then, will be the proper time for a careful consideration of their case in all its bearings, and to afford such measure of relief as the exigencies of the case may appear to require, and then I shall be able to show more clearly and conclusively the nature and extent of the indulgence that ought in fairness to be accorded.

In conclusion, I take occasion to remark that I have not yet been apprised in due form that Mr. Starke is the accredited agent of Messrs.

Craig & Rightor, otherwise than by the fact that he appears to have been recognized as such by the official reference of his application to me for a report thereon.

Respectfully submitted.

S. H. LONG,
Lieutenant Colonel Topographical Engineers.

Col. J. J. ABERT,
Chief Topographical Engineers, Washington, D. C.

P. S.—The application of Mr. Starke is herewith returned, as directed.

S. H. LONG, *United States Army.*

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, October 22, 1858.

SIR: The letter of Messrs. Craig & Rightor of the 8th instant, asking a modification of their contracts for keeping open the passes at the mouth of the Mississippi river, having been referred to Lieutenant Colonel Long, I have now the honor of submitting his report upon the subject, and to state that this bureau fully concurs in the views presented by him.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

UNITED STATES TOPOGRAPHICAL OFFICE,
St. Louis, November 10, 1858.

SIR: In the performance of your duties as supervisor of the works remaining to be done under the contracts of Messrs. Craig & Rightor, for the removal of obstructions from the mouths of the Southwest Pass and of the Pass à l'Outre, at and near the Gulf of Mexico, your attention is directed to the following particulars, viz:

1st. The opening of the channel of the Southwest Pass was effected, inspected, and accepted on the 28th day of May last, from which date the keeping open of the said channel is to continue through a term or period of four and a half years. The course of this channel, from its head near the can buoy to the open Gulf, is about S. 26° W.

2d. The opening of the channel of the Pass à l'Outre was effected, inspected, and accepted on the 10th of September, 1858, from which date the keeping open of said channel is to continue through a term or period of four and a half years also. The course of this channel from its head, a little below the lower point of the middle ground on which the light-house stands, to the open Gulf, is about S. 85° E.

3d. Prior to the acceptance of the work of opening the channels in

both passes, sundry extensions and modifications, affecting certain stipulations of the contracts, had been made and sanctioned by the War Department. The alterations were as follows:

4th. The time of fulfilling the contracts was extended from the dates at which they were to have been fulfilled by contract stipulation till the 1st of January, 1858.

5th. A second extension in both cases was also granted by the same authority, by which the fulfilment of the contracts was postponed to the 1st of July, 1858.

6th. By the same authority, the contracts were so modified that, while the width of the channels remained as provided for in the contracts, their required depths were reduced from twenty feet, provided for in the contracts, to eighteen feet, as required by the modification.

7th. In reference to the Pass à l'Outre, still another extension was granted, which allowed the fulfilment of this contract to be postponed one year longer, viz: from the 1st of July, 1858, to the 1st of July, 1859.

8th. The work now remaining to be done relates to the keeping open of the channels in straight directions in both passes, respectively, to the width of three hundred feet, and to the depth of eighteen feet below ordinary low water in each pass. The direction in the Southwest Pass being approximately S. 26° W., or N. 26° E., and in Pass à l'Outre approximately S. 85° E. or N. 85° W.

9th. With regard to the surface of ordinary low water, below which the channel depths are to be measured, it is nearly or quite coincident with the surface of mean tide in calm weather, such being the result derived from a multiplicity of tidal observations heretofore made for the purpose of determining the elevation of ordinary low water.

10th. The channel depths must be determined by means of sounding leads with small lines accurately measured and marked, the eighteen feet mark being a red patch much larger than the other marks, in order to be distinctly visible to the supervisor. The soundings must be made by experienced leadsmen, and due allowance made for the different stages of tide when the soundings are made, the sounding craft moving at a moderate speed through the water, or floating with the current.

11th. The width of the channel may be determined by anchoring a boat in the middle of the narrowest part or pass, and stretching a small line 300 feet long across the anchored boat to the margin or sides of the channel. If it is found to be 300 feet wide at its narrowest pass, it is obvious that it will have the requisite width elsewhere.

12th. The means for defraying the expenses of supervision and inspection are apparently far too limited to justify the employment of a constant force for these purposes. Due economy will require that no larger force than that heretofore employed, consisting only of two or at most three boatmen with skiff, oars, and sail complete, should be engaged in this service and continued casually, and for periods not exceeding a week at a time, according to the exigencies of the service for which their labors are wanted.

13th. The dates at which inspections are to be made and payment will become due, agreeably to the contract for the Southwest Pass, are

as follows, viz: November 28, 1859, May 28, 1861, and November 28, 1862.

14th. In like manner the dates at which the inspections are to be made and payments will become due, agreeably to the contract for Pass à l'Outre, are as follows, viz: March 10, 1860, September 10, 1861, and March 10, 1863.

15th. It is expected that the inspection as above and the decisions made thereupon with respect to the fulfilment of the contracts will be passed and reported, with the aid of the supervisor, either by the undersigned or by some other officer duly appointed by the War Department for that purpose.

16th. Whoever may represent the contractors in prosecuting the work of their contracts, Craig & Rightor are still to be regarded as the legitimate contractors, and will be held responsible for the faithful fulfilment of their contracts for the removal of obstructions from the mouths of the Southwest Pass and Pass à l'Outre till relieved by adequate instructions from the War Department.

17th. George Kimball, esq., late representative of the contractors and still continuing to serve in that capacity, has given notice that he will resume operations at the passes at an early date, for the purpose of keeping open the channels at both of the passes, said operations having been interrupted and for the most part suspended during the late prevalence of the yellow fever at and around New Orleans, the Balize, &c., &c.

18th. On the resumption of the work, it is expected that the tow-boat Downs will be again employed till a new steam propeller, better adapted to the service, can be obtained. It will be advisable that you procure accommodations at your own private cost, on one or both of these boats, on such terms as may be mutually agreed upon by all the parties concerned.

19th. Copies of the contracts, the same as delivered to you by Captain Johnson at the time when he was relieved by you from his duties as supervisor, will remain in your possession for your information and guidance in all matters relating to the supervision of the work remaining to be done.

20th. Sundry instructions heretofore given to Captain William Johnson, and relating to the operations in fulfilment of the contracts of Craig & Rightor, contain much information on the nature and manner of supervising the work done under the contracts. The instructions alluded to are exhibited in a series of papers, numbered from one to twelve, inclusive, which are herewith furnished for your information and guidance.

21st. You are desired to report monthly, on or about the end of each month, the nature and extent of the work done under the contracts towards the keeping open of the channels, and the particular benefits, or otherwise, resulting therefrom during the preceding month.

22d. You are, moreover, particularly desired to ascertain as nearly as practicable the monthly cost of all operations, means, appliances, repairs, losses, &c., including outlays of all sorts and descriptions, with a view to a full and fair remuneration to the contractors,

at the discretion of the War Department, sufficient to indemnify them for losses actually sustained.

23d. You are desired to keep a journal of all proceedings relating to the work, so far as they come under your observation, and transfer the same to this office when desired.

24th. All accounts of expenditures incurred under and on account of your supervision will be rendered monthly to this office, and payments will be made therefor on the receipt of vouchers duly executed.

25th. Your skill and experience in works of engineering establish the belief that the progress of the work now intrusted to your supervision will be carefully watched and faithfully reported till it shall have been fully, finally, and faithfully accomplished.

26th. On or about the 15th instant you are desired to take your departure hence, and repair as soon as practicable to the Gulf of Mexico, and there prosecute the duties of your supervision with all proper diligence and economy.

S. H. LONG,
Lieut. Col. Top. Engineers.

NEW ORLEANS, *December 22, 1858.*

SIR: I have the honor to submit the following report on the present state of the works for the removal of obstructions from the mouths of the Mississippi at Southwest Pass and at Pass à l'Outre, the condition of the channels at the two passes, and the steps taken by the contractors towards the fulfilment of their obligations to keep open said channel during the period of four and a half years from the date of acceptance of their works.

The examinations on which this report is based were made principally between the 15th and 18th instant, were conducted by myself in person with great care, and with every desire on my part to do full justice to all parties concerned.

Of the works, &c., at Southwest Pass.

Nothing has been done towards keeping open the channel at this pass since the 28th day of May last, at which time the work was inspected and accepted. Since that date a portion of the pile dam near its upper end has been swept away, leaving a clear and continuous breach of about nine hundred feet in length. The remaining portion of the dam, with the exception of several breaches which are not of recent formation, appeared to stand well. In examining this dam in a light skiff I was obliged to keep on its channel side, there being but a few inches of water on its easterly side, the sand being compact and hard against the dam.

The channel remains nearly straight, and in the same direction, viz: N. 26° E., (about,) ascending till within two hundred yards of

The following are the channel soundings from the spar buoy below the bar to a short distance above the can buoy, in a direction about N. 26° E. till within 200 yards of the latter buoy, where the course changes more to the west, as above. They were carefully measured with a line made by myself, and are correct for mean tide :

25, 16, $17\frac{1}{2}$, $18\frac{1}{2}$, 18, 18, 19, 18, 19, $18\frac{1}{2}$, 19, 19, $19\frac{1}{4}$, $18\frac{1}{2}$, $18\frac{1}{2}$, $17\frac{1}{2}$, $15\frac{3}{4}$, $15\frac{1}{2}$, $16\frac{3}{4}$, $17\frac{1}{2}$, $17\frac{1}{2}$, 18, $17\frac{1}{2}$, $17\frac{3}{4}$, 18, 18, $17\frac{3}{4}$, $18\frac{1}{2}$, $17\frac{3}{4}$, 18, $17\frac{1}{2}$, $17\frac{1}{2}$, 17, 17, 17, $17\frac{1}{2}$, $16\frac{3}{4}$, 17, 17, 18, $17\frac{3}{4}$, 18, 19, 19, $17\frac{1}{2}$, $17\frac{1}{2}$, $17\frac{1}{2}$, $17\frac{1}{2}$, 17, $17\frac{1}{2}$, $17\frac{1}{2}$, $16\frac{3}{4}$, $16\frac{1}{2}$, $16\frac{1}{2}$, $17\frac{1}{2}$, 17, 17, $17\frac{3}{4}$, $17\frac{3}{4}$, $17\frac{1}{2}$, 17, $17\frac{1}{4}$, 17, $17\frac{1}{2}$, 17, 17, $16\frac{3}{4}$, $17\frac{1}{2}$, $16\frac{3}{4}$, 17, $17\frac{1}{2}$, $17\frac{1}{2}$, 18, $17\frac{1}{2}$, $17\frac{3}{4}$, 18, $17\frac{1}{2}$, 17, $17\frac{1}{2}$, 18, 18, 18, 19, $18\frac{1}{2}$, 18, $17\frac{1}{2}$, $17\frac{1}{2}$, 18, 18, 18, 18, $18\frac{1}{2}$, 18, 18, 18, $17\frac{1}{2}$, $17\frac{1}{2}$, 17, $17\frac{1}{2}$, 17, 17, $17\frac{3}{4}$, $17\frac{1}{2}$, 17, 17, $17\frac{1}{2}$, $17\frac{1}{2}$, $17\frac{1}{2}$, $17\frac{1}{2}$, $17\frac{1}{2}$, $17\frac{1}{2}$, 17, $17\frac{1}{2}$, 18, 18, 18, 18, $17\frac{1}{2}$, 18, $18\frac{1}{2}$, 18, 18, $17\frac{3}{4}$, 18, $17\frac{1}{2}$, $17\frac{1}{2}$, 18, $17\frac{3}{4}$, 18, 18, 18, $17\frac{3}{4}$, $17\frac{1}{4}$, $17\frac{3}{4}$, $18\frac{1}{2}$, 18, $17\frac{3}{4}$, $17\frac{3}{4}$, $17\frac{1}{4}$, 18, 18, $17\frac{3}{4}$, 18, $18\frac{1}{2}$, $17\frac{1}{4}$, $17\frac{1}{2}$, $17\frac{3}{4}$, 18, $18\frac{1}{2}$, 18, $18\frac{1}{4}$, $17\frac{1}{4}$, 18, $17\frac{1}{2}$, $17\frac{1}{4}$, 18, 18, 18, 17, $17\frac{1}{2}$, 17, 17, $17\frac{1}{4}$, 17, $16\frac{1}{2}$, $16\frac{1}{2}$, $16\frac{1}{2}$, $15\frac{3}{4}$, $16\frac{1}{4}$, $15\frac{3}{4}$, $15\frac{1}{2}$, 16, $16\frac{1}{4}$, $16\frac{1}{4}$, 16, $15\frac{1}{2}$, 16, $15\frac{1}{2}$, 16, 17, $16\frac{1}{2}$, $16\frac{1}{2}$, $16\frac{1}{2}$, 16, 16, 16, 16, 16, $16\frac{1}{2}$, $16\frac{1}{2}$, 17, $17\frac{1}{2}$, $16\frac{3}{4}$, $17\frac{1}{2}$, 18, 18, $17\frac{1}{2}$, 18, 18, $17\frac{1}{2}$, $17\frac{1}{2}$, $18\frac{1}{2}$, 18, 18, $18\frac{1}{2}$, (300 feet west of can buoy,) 18, $18\frac{1}{2}$, 18, $17\frac{1}{2}$, $17\frac{1}{2}$, $17\frac{3}{4}$, 18, $17\frac{1}{2}$, 17, 16, 17, $17\frac{1}{2}$, $17\frac{1}{2}$, 18, $18\frac{1}{2}$, 18, $18\frac{1}{2}$, 19, $18\frac{1}{2}$, 18, 19, 19—amounting in all to 233 casts of the lead, which may be classified as follows:

Showing that nearly two-thirds of the soundings gave less water than the contract depth, or eighteen feet.

It is the present intention of the contractors to operate only with torpedoes at this pass, in the hope that, after breaking up the bottom with gunpowder, the action of the current and the dragging over the bar of heavily-laden vessels by the tow-boats may give the required depth in the channel. They have not as yet commenced operations, but they inform me they will at once begin their experiments. The steamer purchased by them in place of the Downs, which is now undergoing repairs in the dock, will not be employed on the work at

present. Their force will consist of one captain, one blaster, (Mr. Baker,) and five hands. A yawl and skiff will be used in place of the steamer.

Pass à l' Outre.

At this place the soundings were made at flood tide, rather above *mean*, and a fresh breeze blowing from the northeast, which sent a swell in over the bar. After making preliminary examinations in a skiff, including channel and random soundings, I went on board the "Texas Ranger," and sounded with starboard and port leads, from opposite head of pile dam *down* to open Gulf at the spar buoy; after rounding to, I sounded *up* the channel to the place of beginning.

The channel is nearly straight, ranging about S. 85° E., or N. 85° W. I have selected the *down* channel soundings as being the most favorable; they are as follows:

Larboard.—20½, 22¼, 20¼, 19¼, 19¾, 19, 19¼, 19, off foot of dam.

Starboard.—20, 21, 21, 20, 20½, 19½, 19, 19, off foot of dam.

Larboard.—18¾, 18½, 19, 18¼, 18, 17½, 17¾, 17¾, 17¼, 17, 17, 16¾, 16¼, 16¼, 16¼.

Starboard.—19, 19, 19¼, 18½, 18, 18½, 18, 17¾, 17½, 17, 17, 17, 17, 16½, 16½.

Larboard.—16¼, 16, 16¼, 15½, 16¼, 16¼, 16¼, 16½, 16, 16¼, 16.

Starboard.—16½, 16, 16½, 16½, 16, 16½, 16½, 16½, 16½, 16¾, 16.

Larboard.—16¼, 16, 16¼, 15½, 16, 15¾, 15¾, 16¼, 16, 15½, 15¼, 15¼.

Starboard.—16½, 15¾, 16½, 16, 17, 16, 16, 16, 15½, 16, 15½, 15¼.

Larboard.—15½, 15½, 15¼, 14½, 14¼, 15, 15¾, 15, 14½, 15¼, 15, 14¾.

Starboard.—15½, 15¼, 15, 14½, 14¾, 15¼, 15½, 14¾, 14¾, 15, 14½, 14½.

Larboard.—15, 16, 17, 16¾, 17¾, 18¾, 19.

Starboard.—15½, 16½, 17, 16¾, 18, 20, 20.

Larboard, total, 65; starboard, total, 65; or, 130 soundings, which may be classified as follows:

	Larboard.	Starboard.
No. of soundings of 18 feet and upward.....	15	18
No. of soundings of 17 to 18 feet.....	8	8
No. of soundings of 16 to 17 feet.....	22	22
No. of soundings of 15 to 16 feet.....	16	11
No. of soundings of 14 to 15 feet.....	4	5
	—	—
	65	65
	=	=

Showing that about three-fourths of the soundings gave less water than the contract depht of 18 feet.

The dam at this pass is in very good condition, no breaches having been made in it. As far as it goes, it appears to answer the purpose for which it was built; the river in its immediate rear, or northerly side, being dry at low water. From the foot of the dam a shoal extends about three-fourths of a mile in an easterly direction, to an island. The contractors *say* that it is their intention, when they

resume work here, to extend the dam along the shoal to the island, not only for the purpose of diverting the water, but also to prevent the northerly winds from sweeping across this shoal and filling the channel up with sand. This probably might have been the desired effect.

The contractors are taking no steps towards the immediate resumption of work at this pass, nor do they intend to do so at present.

From the above results of my examinations it would appear that at this time there is not the depth of water required by the contract at either of the passes, and that prompt and vigorous measures should be taken at once by the contractors, if they intend to comply with their obligation, to keep open said passes during the time required by the stipulations of the contract. There is evidently a large amount of work to be done at both passes, and no time should be lost in commencing and prosecuting it to completion.

Respectfully submitted.

CHARLES A. FULLER,
Superintendent Passes, Mouths of Mississippi.

NEW ORLEANS, *December 23, 1858.*

SIR: That the contractors or their attorney in fact should not plead ignorance of the present condition of the channels at the mouths of the Mississippi, although verbally notified of the fact already, I have thought proper to address them a communication, of which the following is a copy:

“NEW ORLEANS, *December 22, 1858.*

“SIR: I take leave to call your attention to the present condition of the channels of the Southwest Pass and at Pass à l’Ostre as exhibited in my late examination of these passes, and to suggest the propriety of prompt and vigorous measures being taken on your part to insure the depth of water stipulated to be maintained at both these localities during the period of four and a half years from the dates of inspection and acceptance of the respective works.

“The examinations referred to showed that at the Southwest Pass about two-thirds of the soundings gave less than the contract depth of 18 feet, and that the minimum depth of water in the channel was 15½ feet.

“At Pass à l’Ostre about three-fourths of the soundings gave less than 18 feet, and the minimum depth of water in the channel was 14½ feet.

“Respectfully, sir, your obedient servant,

“CHARLES A. FULLER,
Superintendent Passes, Mouths of Mississippi River.

“W. E. STARKE, Esq.,

“*Attorney for Craig & Rightor, New Orleans, La.*”

I am informed that Mr. Baker, (the blaster,) with two or three men and some gunpowder, left here last night in a yawl to commence operations at the Southwest Pass.

Respectfully, your obedient servant,

CHARLES A. FULLER,

Superintendent Passes, Mouths of Mississippi.

Lieut. Colonel S. H. LONG,

U. S. Army, Alton, Illinois.

UNITED STATES TOPOGRAPHICAL OFFICE,

Alton, Illinois, January 3, 1859.

SIR: I take leave to inform the Topographical bureau that recent advices from C. A. Fuller, esq., supervisor of the work under the contracts of Messrs. Craig & Rightor, show conclusively that the contractors have failed to keep open the channels across the tidal bars at the mouths of the Southwest Pass and Pass à l'Outre according to the stipulations of said contracts, from and after the dates on which the said channels were respectively reported as having been respectively opened and ready for acceptance, viz: from and after the 28th May last for the former, and from and after the 10th September last for the latter pass.

I herewith enclose a copy of a report of the supervisor, dated on the 22d ultimo, which contains all the details of intelligence I now have to communicate in reference to the failure alluded to.

Respectfully, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Top. Engineers, Washington, D. C.

UNITED STATES TOPOGRAPHICAL OFFICE,

Alton, Illinois, January 4, 1859.

SIR: In addition to the information communicated on the 3d instant, I take leave to forward a copy of a letter from C. A. Fuller, esq., supervisor of the operations at the mouth of the Mississippi, to Wm. E. Starke, esq., attorney for Messrs. Craig & Rightor, showing the condition of the channels of the Southwest Pass and Pass à l'Outre at the date of his recent examinations.

The enclosed is a copy of the letter alluded to.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, January 8, 1859.

SIR: I have the honor of transmitting herewith, for the information and action of the War Department, a copy of a letter from Lieutenant Colonel S. H. Long of the 3d instant, enclosing a copy of a report from Charles A. Fuller, esq., supervisor of the work under the contracts of Messrs. Craig & Rightor, showing the failure of the contractors to keep open the channels across the tidal bars at the mouths of the Mississippi river, as stipulated in their contracts.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, January 14, 1859.

SIR: In addition to the information furnished by Lieutenant Colonel Long in his letter of the 3d instant relative to the failure of Messrs. Craig & Rightor, contractors to keep open the passes at the mouths of the Mississippi river, as stipulated in their contracts, I have the honor of transmitting herewith a copy of a letter from Lieutenant Colonel Long of the 4th instant, enclosing a copy one from C. A. Fuller, esq., supervisor of the work, to Mr. W. E. Starke, attorney of the contractors, calling his attention to the matter.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

NEW ORLEANS, *January 24, 1859.*

SIR: I have the honor to submit the following report on the state of the works for the improvement of the passes at the mouths of the Mississippi, the present condition of the channels, and of the work done by the contractors since the date of my last report, December 22d ultimo.

My examination, on which I base this report, were made principally between the 17th and 22d instant; the stage of water in the river at New Orleans during that period being $3\frac{1}{2}$ feet below high-water mark, and at a stand.

Of the works, &c., at Southwest Pass.

The channel at this pass is now in a much worse condition than at the date of my last inspection, and, from the concurrent statements of all in the vicinity, worse than it has been at any time during the past three years. Although at a period of unusually high tides, the moon

being at its full, and the tide rising $2\frac{1}{4}$ feet, from two to six ships were constantly aground on the bar, while many were waiting above for the assistance of the tow-boats to drag them through. One ship, drawing seventeen feet forward and eighteen feet aft, was worked on by four powerful tow-boats at a time for several days—six hours' constant pulling at the best stage of the tide only moving her about a length. The result of this grounding and working of the vessels on the bar is to change the course of the channel at different points. Near the foot of the bar the water is making more to the eastward; the spar buoy placed upon what was once the easterly margin of the channel being now in about nineteen feet water. The mud lumps or middle ground to the westward of this buoy have but from three to four feet water upon them, thus dividing the water, and causing more to flow down the old west channel which has at present about fourteen feet water.

After taking several lines of channel soundings in the middle and on each side of the channel, and also numerous random soundings, I could find but $14\frac{1}{2}$ feet water at mean tide, being one foot less than was exhibited one month previous. The most favorable soundings were found on a line commencing about 100 yards westward of the can buoy; thence about S. 10° W., say 250 yards; thence about S. 26° W., (the old channel,) till near the foot of the bar, when the channel gradually wears more to the eastward, passing within a boat's width of the spar buoy. On this line I made eighty-eight soundings, resulting as follows:

Number of soundings of 18 feet and upwards.....	7
Number of soundings between 17 and 18 feet.....	23
Do.....do.....do.....16 and 17 feet.....	16
Do.....do.....do.....15 and 16 feet.....	20
Do.....do.....do.....14 and 15 feet.....	20
Do.....do.....do..... $13\frac{3}{4}$ and 14 feet.....	2
	—
Total.....	88
	=

The two soundings of $13\frac{3}{4}$ feet were fifteen soundings apart, and probably were on temporary lumps thrown up by the grounding of vessels.

The only work done by the contractors during the last month consisted in blasting something less than one hundred kegs of gunpowder, without producing any beneficial result.

I have witnessed the operations several times, and the only immediate result thereof has been to make a hole from three to four feet in depth and about ten feet in diameter. In a day or two these holes disappear, and the water is as shoal on the same spot as it was before the operation. In my opinion no good whatever can result from this system of blasting unless the operation is accompanied by raking and scraping the bottom.

The first work done by the contractors at this pass this season was commenced on the 23d of December last, and during a period of one month, viz: to the 23d of January, their whole operations were con-

fined to the blasting of sixteen canisters of powder, containing in all ninety-four kegs.

Their force numbered nine persons, viz: one captain, one blaster, six men, and one woman, (cook.) A yawl and skiff were the only craft employed, their steamer being laid up at Algiers, opposite to New Orleans.

The estimated cost of these operations for one month is as follows:	
16 tin cans, rigged complete with wire, &c., at \$3.....	\$48 00
94 kegs gunpowder, at \$6.....	564 00
Wages, including house rent for quarters.....	435 00
Subsistence.....	90 00
Contingencies, say.....	18 00
Total.....	<u>1,155 00</u>

Their work is now temporarily suspended for want of powder, but they expect to resume in a few days.

Mr. Starke, the attorney for Craig & Rightor, was duly notified by me on the 22d of December of the condition of the channels at both passes, and at the same time "the necessity of prompt and vigorous measures being taken by him to insure the depth of water required to be kept thereat by the stipulations of the contract" was suggested. Notwithstanding his knowledge of these facts, no other work than that reported above has been done at this pass towards complying with said stipulations.

The pile dam has two new breaches in the lower part; they are now small, but the whole dam is becoming loose and unsteady; the spikes that fasten the string pieces are either loose or have worked out entirely; and, unless repairs be soon made, these breaches will rapidly increase in number and extent till a few scattering piles will alone remain to mark the position of the dam which was to control the course of the "mighty river."

At Pass à l'Outre.

Four lines of channel soundings were taken by me as well as random soundings. The former were made up stream, one on each side, and the latter about the middle of the channel. The most favorable line was one of the two last named, the course being about west by south, resulting as follows:

Number of soundings of 18 feet and upwards.....	23
Number of soundings from 17 to 18 feet.....	29
Do.....do 16 to 17 feet.....	11
Do.....do 15 to 16 feet.....	10
Dodo 14 to 15 feet.....	12
Do.....do 13½ to 14 feet.....	5
Total.....	<u>90</u>

The shoalest water ($13\frac{1}{2}$ feet) in this channel is near its foot, and not far above the spar buoy. Here it is quite narrow, the mud lumps on the southerly side making over towards the north. The water also shoals very rapidly in a north and south direction or across the channel, passing from $13\frac{1}{2}$ to 8 feet in a distance of twenty feet. Blasting at this point, in connexion with the use of rakes and scrapers, would doubtless much improve this portion of the channel.

Nothing whatever has been done by the contractors at this pass since the date of my last report. The pile dam stands well, with but little appearance of instability, as at the Southwest Pass.

On the 22d instant I addressed a communication to Mr. Starke, calling his attention to the present condition of the passes, a copy thereof, marked A, is herewith transmitted.

Respectfully, sir, your obedient servant,

CHARLES A. FULLER,
Superintendent of Passes, Mouth of the Mississippi.
Lieutenant Colonel S. H. LONG,
United States Army, Alton, Illinois.

C. A. Fuller to W. E. Starke.

NEW ORLEANS, *January 22, 1859.*

SIR: It again becomes my duty to suggest the necessity of prompt and vigorous measures being taken to insure the depth of water required to be kept by your contract at the mouth of the Mississippi. My recent examination shows that at the Southwest Pass there is but fourteen feet water, and at Pass à l'Outre but thirteen and a half feet, instead of eighteen feet, as required by the stipulations of the contract.

I would also state that the blasting performed by Mr. Baker, during the past four weeks, has been productive of no benefit whatever to the navigation of the Southwest Pass.

An acknowledgment of the receipt of this, as well as my former communication of the 22d ultimo, will much oblige your obedient servant,

C. A. FULLER,
Superintendent Passes, Mouth of Mississippi.

W. E. STARKE, Esq.,
Attorney for Craig & Rightor, New Orleans.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, February 3, 1859.

SIR: I take leave to forward herewith a copy of a report very recently received from C. A. Fuller, esq., supervisor of the works at the mouth of the Mississippi, showing the condition of the channels at the mouths of the Southwest Pass and Pass à l'Outre, on or about the 22d ultimo.

On comparing the condition of the channels in both passes with that

represented in the last previous report (December 22) of the same officer on the same subjects, a manifest deterioration in the condition of both channels is quite apparent. Hence the statement made in my last report on this subject, viz: that the contractors have failed to comply with the terms of their contracts, in so far as they relate to the keeping open of the channels, has received additional confirmation of great moment.

Respectfully, your obedient servant,

S. H. LONG, *Lieutenant Colonel, T. E.*

Colonel J. J. ABERT,

Chief of Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 10, 1859.

SIR: I have the honor of transmitting herewith, for the information of the War Department, a copy of a letter from Lieutenant Colonel S. H. Long, of the 3d instant, enclosing copy of a report from Charles A. Fuller, esq., supervisor of the work for deepening the channels at the mouths of the Mississippi river, under the contracts of Messrs. Craig & Rightor, showing the failure of the contractors to keep the channels open, as provided for in their contracts.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,

Secretary of War.

[By Telegraph.]

NEW ORLEANS, LOUISIANA,
February 16, 1859.

Contractors have abandoned work on bar at Southwest Pass. Is there money left to be applied to the work? If so, how much? Can you apply it to a new contract so that the fifty (50) vessels now at the bar can be released?

H. SKIPWITH,

For Chamber of Commerce.

Hon. JOHN B. FLOYD.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 17, 1859.

SIR: The contractors for the improvement of the navigation at the mouths of the Mississippi having failed to comply with the terms of

their contract to keep open the channels, according to your reports of 3d January and 3d instant, you will, with as little delay as practicable, report as to the application of the balance of the appropriation to the best advantage of the navigation of the channels, and particularly that of the Southwest Pass, for the action of the Secretary of War.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Lieutenant Colonel S. H. LONG,

Corps Topographical Engineers, Alton, Illinois.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, February 17, 1859.

SIR: I have the honor to acknowledge the reference to this bureau of a telegraphic despatch from the Chamber of Commerce at New Orleans to the Secretary of War, and have to report that there remains in the treasury a balance of \$73,500 applicable to the improvement of the mouths of the Mississippi river.

Colonel Long has been called upon to report upon the best means of applying the above balance. In anticipation of a report from him, it is respectfully recommended that the contracts with Messrs. Craig & Rightor for keeping open the Pass à l'Outre and Southwest Pass be annulled, and that Colonel Long be directed to apply that balance, less the amount required for contingent expenses, to the removal of obstructions at the Southwest Pass alone by contract, in view of giving prompt relief to the navigation of the river.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,

Capt. Top'l Eng'rs, Ass't to Bureau, in charge.

Hon. JOHN B. FLOYD,

Secretary of War.

Indorsement.

Approved as recommended by bureau.

JOHN B. FLOYD,
Secretary of War.

FEBRUARY 17, 1859.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, February 17, 1859.

SIR: The contractors for the improvement of the navigation at the mouths of the Mississippi having failed to comply with the terms of their contract to keep open the channels, according to your reports of 3d January and 3d instant, you will, with as little delay as practicable,

report as to the application of the balance of the appropriation to the best advantage of the navigation of the channels, and particularly that of the Southwest Pass for the action of the Secretary of War.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps of Topographical Engineers.

Lieutenant Colonel S. H. LONG,

Corps Topographical Engineers, Alton, Illinois.

[By Telegraph.]

NEW ORLEANS, *February 17, 1859.*

Will make eighteen feet water, and keep it one year, at South Pass, for twenty-five thousand dollars. Will see you in ten days.

GEORGE KIMBALL.

Captain WOODRUFF,

United States Topographical Bureau, Washington.

[By Telegraph.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, February 19, 1859.

The Secretary of War has directed that the balance, about seventy thousand dollars, be expended at the Southwest Pass, by contract.

J. J. ABERT,

Colonel Corps Topographical Engineers.

H. SKIPWITH, Esq., *New Orleans.*

HOUSE OF REPRESENTATIVES,

February 20, 1859.

SIR: Understanding that orders have been issued from your department for the immediate application of the "unappropriated balances" on hand to the removal of obstructions at the mouth of the Mississippi, I take the liberty of suggesting the employment of the "New Orleans Towboat Association," as the only proper agents to effect the afore-said purpose at this critical period.

I remain, with much respect, your obedient servant,

GEORGE EUSTIS.

Hon JOHN B. FLOYD,

Secretary of War.

I concur in the above recommendation, and also suggest that I am informed that Colonel Long is not in New Orleans, and it may be necessary to send instructions to some other officer.

J. P. BENJAMIN.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 22, 1859.

SIR: I have the honor to report that Lieutenant Colonel Long has been advised of the decision of the Secretary of War to apply the balance of the appropriation for the improvement of the mouths of the Mississippi to the removal of obstructions at the Southwest Pass.

The law requires that the work shall be done by contract, for which proposals will be solicited; and the law requires also that the lowest responsible bidder be awarded the contract.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps of Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

WAR DEPARTMENT,
Washington, February 23, 1859.

SIR: In answer to your letter of 20th instant, respecting the removal of obstructions at the mouth of the Mississippi, I have the honor to transmit, herewith, a report from the chief topographical engineer, which points out the action of the department in the matter and its present condition.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. GEORGE EUSTIS,
House of Representatives.

NEW ORLEANS, *February 24, 1859.*

SIR: I hereby withdraw the protest filed by me in the office of the Secretary of War in June last, on behalf of the sureties of Craig & Rightor, against any payments to W. E. Starke, or other assignees of said Craig & Rightor, of the amounts due on their contracts for deepening the bars of the Mississippi, and beg you will acknowledge said withdrawal.

Your obedient servant,

ALEXANDER WALKER.

Hon. JOHN B. FLOYD,
Secretary of War.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, February 25, 1859.

SIR: I have the honor to be in receipt of your instructions of the 17th instant, requiring a "report as to the application of the balance of the appropriation for the removal of obstructions from the mouths of the Mississippi" to the best advantage of the navigation of the channels, and particularly that of the Southwest Pass.

The amount originally appropriated in July, 1856, was \$330,000; of this amount provision was made in the contracts of Messrs. Craig & Rightor for the expenditure of \$322,000, a reservation of \$8,000 having been made probably for the purpose of defraying the expenses of inspection, supervision, and other incidental services relating to the object of the appropriation.

The contracts contemplated two distinct objects, viz: first, the *opening* of straight channels, 300 feet wide and 18 feet deep, entirely across the tidal bar; and second, the *keeping open* of the said channels during a period of $4\frac{1}{2}$ years when opened. The object first mentioned has been accomplished, and payment has been made therefor to the amount of \$250,000. The second object remains to be accomplished, and no payment has been made on account thereof. The amount pledged by the stipulations of the contracts for the accomplishment of both objects is \$322,000, as before stated. The amount stipulated for the accomplishment of the second object was \$72,000. Accordingly, the contractors having failed to comply with their contract stipulations in relation to the second object, the balance remaining for expenditure under new arrangements is the amount last mentioned, viz: \$72,000.

The manner of applying this balance to the best advantage now claims attention; and in treating of this question I take leave to premise, with my unhesitating concurrence in the opinion intimated in the instructions, that the entire balance should be applied exclusively to the improvement of the Southwest Pass. My opinion in this case is based on the knowledge and belief that the Southwest Pass is the main thoroughfare for the trade between the Mississippi and the Gulf; that more than nine-tenths of the vessels employed in this trade have passed for the last two years, and still continue to pass, through the Southwest Pass; that the opening and keeping open a navigable channel through this pass will prove more practicable and less expensive than the accomplishment of similar results in Pass à l'Outre; that most of the tow-boats have their regular stations, supplies of fuel, &c., in the Southwest Pass; that the same is also true with respect to the residences of most of the branch pilots; and, finally, that the interests of commerce generally are more likely to be subserved and promoted by efforts to improve the Southwest Pass than by similar efforts to improve the Pass à l'Outre.

With regard to the means and appliances believed to be most suitable, useful, and effectual in improving the channel of the Southwest Pass, they should consist of a powerful steamer, worked either by side-wheels or by a propeller at the stern.

The steamer should be furnished at its bows with suitable scrapers applied in advance of its stern by means of out riggers, derricks,

chains, spars, and other parts, tackle, &c., in such a manner that they may be made to operate properly on the bottom of the river when actually employed in the work of dredging, or be lifted above the surface of the water when otherwise employed.

The work of dredging may no doubt be carried on more effectually and expeditiously by keeping the bows of the boat up stream, dropping the scrapers to the bottom at points where dredging is required, and while the boat is at rest or nearly so; then backing downwards in the direction of the current, with the scrapers dragging on the bottom in the wake of the backing boat till they arrive at the lower end or side of the shoal.

The drag, as above, having been completed, the scrapers should be lifted above the surface of the water, the engines reversed, the boat made to ascend to another suitable point for beginning a new drag, and the operation repeated again as before. This mode of operation should be continued till the channel is dredged to the requisite depth in all parts of its bed.

In connexion with the dredging, as above, or rather in advance of it, the blasting of torpedoes should be introduced wherever a mud lump or indurated bar in the way of navigation is found to exist at the bottom of the channel.

The combined operations of blasting and scraping will unquestionably tend to the reduction of the mud lumps, the breaking up of the indurated channel beds, and the conversion of the stubborn and unyielding materials of which they are composed into a plastic or semi-fluid consistency, subject to being conveyed towards and into the Gulf by the water currents of the river.

Experience has shown that large portions of the mud lumps or indurated beds at the bottom of the channel, when once separated by the scoop dredge from the mass with which they were previously connected and exposed to the action of fresh water currents, soon waste away and are converted into a soft yielding mud, subject not only to reduction, but to displacement by water currents.

Experience has also shown that perseverance in the use of the means that have been successfully employed in opening a channel is the surest guarantee for keeping it open. Hence the propriety and necessity of annual appropriations for the removal of the obstructions, and ceaseless efforts in the use of all the means and appliances provided for this object.

In case such a plan of operations could be surely anticipated, I am decidedly of the opinion that the best disposition that could be made of the balance remaining and applicable to the further prosecution of the object of the appropriation would be the investment of a large portion of it in the construction and equipment of a proper dredge-boat, furnished with all such machinery and apparatus as are best adapted to the efficient management and use of the whole. This might be accomplished, probably, at a cost of about half of the balance, or about \$36,000.

The management and command of the boat, &c., should be confided to a skilful seaman, distinguished for his integrity, experience, ability, and competency in all other respects. He should be furnished with

the requisite subordinate officers, consisting of a mate, pilot, two steam engineers, &c., and with a crew of some eight or ten experienced boat hands, together with a steward, cook, watchman, &c.

The cost of working the boat, machinery, &c., may be assumed at \$100 per day, fuel and provisions and all other expenses, except the outlays for powder canisters, &c., required for blasting, being included. Hence the remaining moiety of the balance, viz: \$36,000, will probably be sufficient to keep the specified craft and apparatus in employ during a period of about one year from the completion of the entire outfit contemplated as above

But in case the further prosecution of the work provided for by the appropriation must be done by contract, prompt notice, calling for sealed proposals from individuals or companies disposed to carry on the improvement in terms similar to those of the forfeited contracts, should be publicly given. The proposals should designate the time when the work shall be commenced; the period during which the channel shall be opened, and kept open to the requisite width and depth; the channel to be opened entirely across the tidal bar, in a direction downwards, about south 25° west, to the open Gulf; the compensation for the whole being limited to \$70,000; and no payments therefor to be made till the end of the period within which the work is to be done; after which the work shall be duly inspected and accepted by one or more officers appointed for that purpose by the Secretary of War, and on the approval of the acceptance by said Secretary, payment in full shall be made therefor to an amount not exceeding \$70,000.

In either of the cases above considered, the work of opening the channel should be prosecuted under the immediate supervision and direction of an experienced supervisor and engineer competent in all respects to point out the shoals or bars at which blasting or dredging, or both, should be applied; to direct the course of the channel; to determine its width and depth according to the terms of the new contract; and especially at the expiration of the contract period to make the requisite soundings and other measurements and observations for determining whether the terms of the new contract have been faithfully complied with.

In regard to the employment of a competent supervisor, I take leave to recommend the continuance of C. A. Fuller, esq., who has already rendered satisfactory service in that capacity, and is well qualified to perform the various duties appertaining to such an appointment.

Among the various considerations that have been kept in view in the foregoing discussion are the following, which relate more particularly to the position and nature of the obstructions to be removed, and to the plan or method proposed in order to effect their removal:

1st. The most formidable mud lumps in the way of ship navigation, as remarked in my former reports, are presented at the crest of the tidal bar, which is indicated by a manifest change of the surface level and accelerated currents of water, particularly in ordinary stages of low tides.

2d. In advance of the crest, or between it and the open Gulf, new

lumps are formed more or less frequently by depositions of impalpable alluvion constantly brought down by the river till at length they form a new crest in advance of the former.

3d. The indurating process that takes place in the fresh water alluvion deposited by the river is no doubt occasioned in part by the mechanical agency of the Gulf billows and in part by the chemical agency of the Gulf brine, the combined action of both producing a crust or stratum of greater or less thickness or depth, and impervious both to water and gases.

4th. The upheaval of the lumps is no doubt occasioned by the decomposition of vegetable matter deposited beneath the crust and the gases produced thereby. These acting by their expansive force under the thinner and weaker portions of the crust cause the formation of the mud lumps, which are of various forms and dimensions, some rising to the surface of the water, and others ten or twelve feet above it. Thus the tidal bar is continually advancing gulfwards whenever the turbid waters of the Mississippi cross it.

5th. Within a few hundred feet from the crest, especially where the principal channels cross it, the water of the Gulf rapidly becomes deeper, and presents soundings varying from twenty to fifty feet.

6th. In rear of the crest and above it, especially in the more capacious channels through which the river flows, the bed of the water way pursued by the fresh water currents spreads into a sort of submarine plateau, here and there variegated with mud lumps more or less reduced by the dissolving and abrading influences of the fresh water.

7th. As we ascend higher up the passes, and further from the crest of the bar, the channels gradually become deeper and broader, till at length, at the distance of some eight or ten miles above the tidal bar, they attain a depth of fifty to one hundred feet; and as we ascend still higher to the head of the passes, and thence more than one hundred miles further up the main river, the depth of the main channel increases to the enormous depth of one hundred and fifty feet or more in many places.

8th. The regimen or process by which this anomalous state of things is brought about is yet problematical. I conceive it to be as follows: 1st. The fine silt deposited at the margin of the Gulf becomes indurated in the manner intimated in the third of the foregoing items; 2d. The induration continues and increases in depth so long as the silt is exposed to the action of salt water; 3d. Whenever the fresh currents prevail to such an extent as to exclude the indurated silt from a contact with the salt water, the former act as a gradual solvent on the crust and deprive it of the saline matter that previously entered into its composition; 4th. Thus deprived of its indurating properties, the silt again becomes disengaged from the crust and is again wafted towards the Gulf, where it again contributes to the extension of the bar laterally into the Gulf, and to the formation of a new crust.

9th. The process of rupturing and reducing the mud lumps by blasting, and of keeping the surface of the channel bed in a plastic or yielding condition by the use of scrapers or harrows, as heretofore proposed in this report, will undoubtedly enable the water currents to

remove the silt more readily and more rapidly towards the Gulf, while at the same time it will tend to enlarge the capacity of the channel and increase the rapidity of the currents.

The spring freshets of the lower Mississippi, which usually prevail from an early date in March to the latter part of July, and sometimes later, afford the most favorable opportunities for successful operations on the tidal bar. During these floods the fresh water volumes driven across the tidal bar are rendered far more copious and the currents far more rapid than in lower stages of the river. In consequence, the abrading and dissolving energies of the fresh water currents are greatly increased. The magnitude and force of the volumes being thus augmented, they drive back the salt water of the Gulf, and come into contact with it at or near the crest of the tidal bar.

During the lower stages of the river, especially in flood tides, a reversed *under tow* of salt water from the Gulf is said to take place, by which the Gulf brine is brought into contact with the channel beds at points far more remote from the margin of the Gulf than in the highest stages, and by which the depositions of silt in the channels are rendered more abundant and permanent.

In conclusion, it is pertinent to remark that the more capacious the channel opened and kept open, the more copious will be the fresh water volumes flowing through it, the more rapid the currents of the flow, and the more abundant the scouring or washings away of the movable silt from the bottom and sides of the channel.

Respectfully submitted.

S. H. LONG,

Lieut. Col. Topographical Engineers.

Col. J. J. ABERT,

Chief Top. Engs., Washington, D. C.

P. S.—In accordance with information from the Topographical bureau, dated on the 19th instant, the unexpended balance of the appropriation for the removal of obstructions from the mouth of the Mississippi is \$73,500; according to the limit affixed to the compensation in the foregoing report, viz: \$70,000, will leave \$3,500 for the liquidation of accounts, for inspections, supervision, transportation, and other incidental expenses.

S. H. LONG, *U. S. A.*

WASHINGTON, *February 25, 1859.*

SIR: I beg leave to ask if there is any portion of the sum of money appropriated for deepening the channels of the mouths of the Mississippi river still unexpended; and if so, how much?

I am informed, from Louisiana, that the operations carried on under the direction of the War Department with a view to deepening the channels of the Southwest Pass and the Pass à l'Outre, at the mouth of the Mississippi river, have had the effect of greatly diminishing their depth, and that, in consequence, they are now impassable at ordinary stages of water by vessels of a draught that at all

times before passed in and out without hindrance or difficulty. This fact has given rise to great disquietude in the public mind in the city of New Orleans, because of the serious mischiefs which it occasions to the trade of the city at this time, and which it is likely to entail upon it in the future; and I therefore desire an early answer to my inquiry, with a view to attempting some action on the subject in the House.

I have the honor to be, with much respect,

MILES TAYLOR.

Hon. JOHN B. FLOYD,
Secretary of War.

WAR DEPARTMENT,
February 28, 1859.

SIR: In reply to your inquiries of the 20th instant, I have the honor to transmit herewith a report from the officer in charge of the Topographical bureau, which contains all the information desired respecting the state of the appropriation for deepening the channels of the mouths of the Mississippi, and the progress of the work.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Hon. MILES TAYLOR,
House of Representatives.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 26, 1859.

SIR: I have the honor to acknowledge your direction to report upon the letter of the Hon. M. Taylor, of the House of Representatives, of the 25th instant.

The unexpended balance of the appropriation is \$71,500.

I beg leave to state that Lieutenant Colonel Long, on his personal examination of the Southwest Pass, under date of 29th May, 1858, reported a depth of not less than 18 feet over the entire bar, and with a width of 300 feet. On the 3d of January, 1859, Lieutenant Colonel Long reported a depth of $15\frac{1}{2}$ feet on the bar, and on the 3d of February 1859, he reported a depth of $14\frac{1}{2}$ feet.

From the examinations of the bar upon which these reports were based, it appears that the accumulation is very rapid; that in one month the accumulation amounted to one foot. Hence it is manifest that the constant use of the dredge will alone secure a proper depth of water over the bar.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,

Capt. Top. Eng's, Assistant to Bureau, in charge.

Hon. JOHN B. FLOYD,
Secretary of War.

NEW YORK, *March 1, 1859.*

SIR: The undersigned merchants of this city, and largely engaged in commerce, have learned that a committee of the New Orleans Chamber of Commerce are now at Washington urging the action of Congress to relieve the obstructions which now exist at the mouth of the Mississippi river, and beg most respectfully to ask your attention to this important subject, and to request your prompt aid to accomplish the desired relief.

We are informed that the underwriters have sent an agent to act with the gentlemen from New Orleans, who will fully present this important subject for your consideration.

With great respect, we have the honor to be your most obedient servants,

WM. NELSON & SONS.

WM. D. TROOT.

SLATE & CO.

JOHN A. McGAW.

C. H. PARSONS & CO.

J. ATKINS & CO.

HENRY D. BROOKMAN & CO.

ROBT. T. TAYLOR.

ROBSON & FOSDICK.

JAS. RUFUS SMITH.

NESMITH & SON.

The PRESIDENT OF THE UNITED STATES.

NEW YORK, *March 1, 1859.*

SIR: The board of underwriters of this city are in receipt of a communication from the board of underwriters of New Orleans, advising that a committee from the Chamber of Commerce of the latter city will visit Washington for the purpose of representing to the government the immediate and urgent necessity of taking prompt measures to remove the obstructions now existing at the mouth of the Mississippi river, and requesting our aid and co-operation.

With this view the undersigned, marine underwriters of this city, have requested Captain Alex. V. Fraser to repair to Washington for the purpose of uniting with the committee of gentlemen before referred to.

Captain Fraser is entirely familiar with the subject, and enjoying our fullest confidence; the object of this letter is to accredit him to the President.

We have the honor to be, very respectfully, your obedient servants,

THE UNION MUTUAL INSURANCE CO.,

By F. S. LATHROP, *President.*

THE MERCANTILE MUTUAL INSURANCE CO.,

By E. WOOD WALTON, *President.*

THE NEW YORK MUTUAL INSURANCE CO.,

By T. B. SATTERTHWAITE, *President.*

GREAT WESTERN INSURANCE CO.,
By JOHN A. PARKER, *President*.
ORIENTAL MUTUAL INSURANCE CO.,
By ALFRED OGDEN, *President*.
THE PACIFIC MUTUAL INSURANCE CO.,
By ALFRED EDWARDS, *President*.
COLUMBIAN INSURANCE CO.,
By THOMAS LORD, *President*.
COMMERCIAL MUTUAL INSURANCE CO.,
By DAN'L DRAKE SMITH, *President*.

The PRESIDENT OF THE UNITED STATES.

WASHINGTON CITY, D. C., *March 2, 1859.*

SIR: The undersigned committee, appointed by the New Orleans Chamber of Commerce, and ratified by the city authorities and board of underwriters, for the purposes set forth in the enclosed resolutions, respectfully represent that having been informed that an unexpended balance of \$71,500 of the appropriation for opening the passes at the mouth of the Mississippi river by contract now lies at the disposal of the War Department, are desirous of having some action taken by Congress, so as to remove the delays necessarily arising in performing this work by contract, and that you may be enabled to place the said sum at the direct disposal of the body we represent, that prompt and immediate relief may be had without the formalities now required under the original law; and we respectfully request that you will forward a communication to Congress on this subject in the furtherance of the objects of our mission.

We are, sir, very respectfully, your obedient servant,

GEO. A. FOSDICK,
THOS. L. WIBRAY,
J. K. DUNCAN,

*Committee on behalf of the New Orleans Chamber of
Commerce, Board of Underwriters, and City of New Orleans.*

Hon. JOHN B. FLOYD,
Secretary of War, Washington City, D. C.

WAR DEPARTMENT, *March 2, 1859.*

GENTLEMEN: I have had the honor to receive your letter of this date, requesting that I recommend to Congress the passage of an act placing at the disposal of the Chamber of Commerce of New Orleans the balance of the appropriation for opening the passes of the Mississippi river; and, in reply, have to say that I have no objection to the passage of such an act by Congress, but I do not feel at liberty to inter-

fere in the matter, and therefore must decline to make the recommendation you desire.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

Messrs. GEO. A. FOSDICK,
THOMAS L. WIBRAY,
J. K. DUNCAN,
Committee, &c., Washington City.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 2, 1859.

SIR: I have the honor to acknowledge your direction to report upon the letter of the committee on behalf of the New Orleans Chamber of Commerce of this date, requesting the Secretary of War to recommend to Congress that the balance of the appropriation for opening the passes of the Mississippi river may be transferred to that body.

The act of appropriation requires that the work shall be done by *contract*, under the direction of the Secretary of War; and this again requires the formality of soliciting proposals by advertising for at least thirty days. If it be left to the discretion of the Secretary of War to expend the balance of the appropriation, without the formality of contract, it is believed that as speedy relief to the navigation of the river, over the bar, may be attained as by the mode proposed by the committee of the New Orleans Chamber of Commerce.

It is therefore respectfully recommended that the words *by contract* be struck out of the existing law, (act of July 8, 1858.)

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,
Capt. Top'l Eng's, Ass't to Bureau, in charge.

Hon. JOHN B. FLOYD,
Secretary of War.

HOUSE OF REPRESENTATIVES,
March 2, 1859.

The undersigned, senators and representatives of the State of Louisiana, have the honor to enclose a copy of a resolution in relation to the removal of obstructions to navigation in the mouth of the Mississippi river; also a copy of the report of the Chamber of Commerce of the city of New Orleans, with accompanying documents and resolutions, to all of which your attention is respectfully called.

The undersigned would suggest the propriety, on the part of the War Department, of instructing the officer superintending the work, or who may be charged with the making of the contract, to confer

with the Chamber of Commerce as to the surest mode of extending immediate relief.

The undersigned remain, with much respect, your obedient servants,

J. P. BENJAMIN.

JOHN SLIDELL.

MILES TAYLOR.

THOS. GREEN DAVIDSON.

JOHN M. SANDIDGE.

GEORGE EUSTIS.

Hon. JOHN B. FLOYD,

Secretary of War.

KIRKWOOD'S HOTEL,

Washington, March 5, 1859.

SIR: In connexion with the delegation from the Chamber of Commerce of the city of New Orleans I had the honor, the day before yesterday, to place in your hands letters addressed to the President accrediting me as the representative of the insurance companies of New York, and of merchants of that city interested in the commerce of New Orleans, on the subject of the vessels and their cargoes now arrested at the mouths of the Mississippi river, amounting, in value, to several millions of dollars, a large amount of which is involved in imports upon which duties are to be paid, and upon which the government relies for support. The balance of the property thus jeopardized is composed of products of the United States on their transit to foreign markets, and upon which bills have been drawn.

It appears that Congress, viewing this question in the important light it presents, passed, with great promptness, a joint resolution, placing at the disposal of the President an unexpended balance of \$70,000 from an appropriation of \$330,000, which was originally designed to remove the obstructions then existing at the mouths of the Mississippi, and which obstructions have been very materially increased by the mode in which the greater portion of the appropriation has been applied.

It is now understood that the resolutions so promptly passed have been disapproved by the President, and that the commerce of the country is to remain thus arrested without a cause being publicly assigned for his decision.

All that is asked by the delegation is that the unexpended balance shall be placed at the disposal of the Chamber of Commerce of New Orleans, to be by them disbursed, and for the faithful disposition of which they are presumed to be prepared to furnish the requisite security, in order that the large amount of property now in jeopardy may be promptly rescued.

As the representative of those holding the largest interest in that property, and being required to report the result of my mission to the seat of government, am I authorized to say that Congress having done all in its power, at the last period of the session, to afford the relief

demand by the first and greatest interest of the country, has been foiled by what common rumor regards as the operation of particular interest?

That the largest portion of the appropriation before referred to has been expended upon ridiculous experiments and misrepresentations are undeniable facts, and it only remains to be seen whether the proper department of the government will, under the sanction of Congress, apply the only effectual remedy, by placing the small amount remaining into the only hands which can have an interest in its economical and faithful disbursement.

I am, sir, very respectfully, your obedient servant,

ALEXANDER V. FRASER.

Hon. JOHN B. FLOYD,
Secretary of War.

S. R. 87.

A RESOLUTION in relation to removal of obstructions to navigation in the mouth of the Mississippi river.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the unexpended balance of the appropriation of three hundred and thirty thousand dollars, made at the first session of the thirty-fourth Congress, for removing obstructions to navigation in the mouth of the Mississippi river, at the Southwest Pass and Pass à l'Outre, be applied to said purpose, under the direction of the President of the United States, by contract or otherwise, as in his discretion may appear best adapted to effect the object contemplated by said appropriation.

NEW ORLEANS, *March 7, 1859.*

SIR: The undersigned propose to open a pass of sufficient depth to admit all vessels in and out that are there, or may be there, during one year, for seventy thousand dollars, (say \$70,000,) at the mouth of the Mississippi river. To convince the department of our ability, we beg leave to refer you to E. B. Bishop's plan in the Patent Office, at Washington city, No. 19908.

Respectfully,

CHAS. M. WATERMAN.
E. B. BISHOP.

Hon. SECRETARY OF WAR.

[By Telegraph.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 8, 1859.

The Secretary of War directs the advertisements for the Southwest Pass be limited to one week. Telegraph immediately.

J. C. WOODRUFF.

Colonel LONG, U. S. A.,
Alton, Illinois, and New Orleans.

NEW ORLEANS, *March 8, 1859.*

SIR: The telegraph has announced that you have determined to authorize advertisements for ten days for proposals to clear out the Southwest Pass of the Mississippi river, and as it is not known where the proposals are to be made, I would respectfully suggest that the contract should not be given to the Louisiana Towboat Association, as it is generally thought here that that company are the cause of all the troubles, as they have placed several large flat-bottomed ships directly in the channel in such a manner as to cause the formation of bars across the mouth of the river. Heretofore, ships carrying from 2,000 to 2,500 bales of cotton have been built sharp so as to cut through the mud formations, but of late, the construction of vessels being so different, although drawing no more water, but with long flat floors and carrying 5,000 bales and upwards, has been the cause of their sticking on the bars; and that association, in the expectation of getting a contract similar to the one they had a few years since, have not waited, as they should have done, until they had the first ship over, but have crowded several, so that small vessels can with difficulty get in. The ship now most in the way has on board upwards of 5,000 bales, and unless discharged, will remain where she lays for the next six months, at least; and I think something should be done immediately, not depending upon private contracts. The amount remaining in the treasury of the unexpended appropriation, if properly applied, would purchase a suitable steamer, now offered, with an appropriate dredging apparatus, and keep her at work for a year; and I would suggest, that as the United States revenue cutter on this station is totally unseaworthy at the moment, that her officers and men be transferred to her, and she would at all times be ready to act in both capacities—revenue and dredging vessel. The steamer Grey Cloud was recently owned by the quartermaster's department, and cost the government upwards of \$60,000, \$30,000 of which was spent on her last year, and the owner has since spent several thousand dollars more in placing her in complete order, and has authorized me to say that he will take \$18,000 for her, which, with \$2,000 additional for dredging apparatus, would place her in every way ready for the work; or he will contract to keep her at work on the bar dredging for the next twelve months, under the superintendence of a United States officer, for the remainder

of the appropriation, say \$72,000, giving good security for the work, \$5,000 to be paid monthly and the balance at the expiration of the time.

Very respectfully,

J. W. ZACHARIE.

Hon. JOHN B. FLOYD, *Secretary of War.*

I would respectfully refer to our representatives for standing and respectability.

Colonel Long has not yet arrived—shall see him when he does.

Since writing the foregoing, I have received a telegraphic message from Alton, Illinois, which says Colonel Long has not received orders to visit New Orleans *under this morning's date*. Our community are complaining bitterly. Eleven million dollars of property are detained at the bar, inward and outward bound.

[By Telegraph.]

NEW ORLEANS, *March 8, 1859.*

Owners steamer Grey Cloud, first rate order for dredging Southwest Pass; await Colonel Long's arrival to offer her. Will either sell her or take contract. Officers and crew of revenue cutter, now unseaworthy, can be transferred to steamer to act in both capacities.

J. W. ZACHARIE.

Hon. JOHN B. FLOYD,
Secretary of War, Washington.

[By Telegraph.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 9, 1859.

Resolution failed approval. Colonel Long was directed yesterday, both at Alton and New Orleans, to limit advertisement to one week.

J. C. WOODRUFF.

C. A. FULLER, *New Orleans.*

CUSTOM-HOUSE, NEW ORLEANS,
Collector's Office, March 9, 1859.

SIR: By request of J. W. Zacharie, esq., one of our oldest and most respectable merchants, I have read his communication to you of this date, and, so far as my knowledge extends, concur in the views therein expressed.

If the steamer Grey Cloud should be found suitable for a steam cutter, which is absolutely essential at this port, and it should be ascertained that the bar at the mouth of the river could be sufficiently deepened by her purchase and employment under the direction of the government, with the amount remaining in the War Department

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appropriated for that purpose, I should regard it as the easiest method of accomplishing the object desired.

I have the honor to be, very respectfully, your obedient servant,
F. H. HATCH,
Collector.

Hon. JOHN B. FLOYD,
Secretary of War, Washington.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, March 10, 1859.

Sir: I have the honor to be in receipt of your telegram of the 8th instant, which is as follows:

WASHINGTON, March 8, 1859.

The Secretary of War directs the advertisement for Southwest Pass to be limited to one week. Telegraph immediately.

J. C. WOODRUFF.

Colonel LONG.

No instructions in relation to an advertisement of the character alluded to have been received prior to this date, March 10.

In compliance with the requisition of your telegram, as above, I have prepared the following notice for publication at New Orleans, under the supervision of C. A. Fuller, esq., viz:

ALTON, ILLINOIS, March 10, 1859.

Advertise as follows:

"Sealed proposals for *opening* and keeping *open* the channel of Southwest Pass will be received at the quartermaster's office, in New Orleans, until the eighteenth of March, instant.

"Channel to be three hundred feet wide and eighteen feet deep.

"The amount to be expended will not exceed seventy thousand dollars.

"The proposers will state when they will begin, and when complete the work by contract.

"When the channel shall have been *opened*, inspected, and accepted in due form, one-third of the stipulated consideration shall be paid, and the residue at the expiration of the term contracted for, provided the channel shall have been kept open, inspected, and accepted until said expiration.

"Inspections, &c., to be made as provided for in the forfeited contract of Craig & Rightor for the same work at the Southwest Pass.

"S. H. LONG,

"Lieutenant Colonel Topographical Engineers.

"NEW ORLEANS, March 11, 1859."

Delta and Picayune please insert daily one week.

S. H. LONG,

United States Army.

C. A. FULLER, Esq.,

(Care of Alexander Norton & Co.,)

New Orleans, Louisiana.

Having received no orders from the bureau in relation to advertising for proposals, and being in doubt as to the course proper for me to pursue, I at once forwarded a telegram to the bureau of the following import, viz:

ALTON, *March 10, 1859.*

Am I to advertise for proposals, and where, without specific instructions?

S. H. LONG,
Lieutenant Colonel Topographical Engineers.

The answer to this telegram, which I expect to receive to-day, will no doubt enable me to countermand the instructions to C. A. Fuller, esq., as given above, should they not be sustained by the bureau.

Respectfully, your obedient servant,

S. H. LONG,
Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,
Chief of Topog. Engineers, Washington, D. C.

[By Telegraph.]

ALTON, *Illinois, March 10, 1859.*

Am I to advertise for proposals, and *where*, without specific instructions? Answer.

S. H. LONG.

Captain J. C. WOODRUFF,
Topographical Bureau, Washington.

[By Telegraph]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
March 11, 1859.

Proceed to New Orleans; advertise one week contract for opening and keeping open the greatest length of time Southwest Pass, three hundred feet wide and eighteen feet deep. Contract subject to approval of Secretary of War.

J. C. WOODRUFF,
Captain Topog. Eng., Ass't to Bureau.

Lieut. Col. S. H. LONG, *U. S. A.,*
Alton, Illinois.

[By Telegraph.]

ALTON, *Illinois, March 12.*

As I understand my duties, it is necessary that I go immediately to New Orleans. Does the bureau so direct?

S. H. LONG.

Captain J. C. WOODRUFF, *Washington.*

[By Telegraph.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
March 12, 1859.

Proceed immediately to New Orleans, that work under contract commence when signed by contracting parties.

J. C. WOODRUFF,
Captain Topog. Eng., Ass't to Bureau.

Colonel LONG, *U. S. A.,*
Alton, Illinois.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 15, 1859.

SIR: After putting the work for the improvement of the Southwest Pass, at the mouth of the Mississippi river, under contract, you will return to your post at Alton, Illinois, and resume your duties there.

It should be noted in such contract as you may make that, in the event of its not being approved by the Secretary of War, the parties contracting shall be paid for such work as may have been done, according to the rate agreed upon.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps of Topographical Engineers.

Lieut. Col. S. H. LONG,
Corps of Top'l Engr's, New Orleans, Louisiana.

[By Telegraph.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 16, 1859.

Advertisement approved.

J. C. WOODRUFF,
Captain Top'l Engr's, Assistant to Bureau.

Col. LONG, *United States Army,*
Or C. A. FULLER, New Orleans.

[By Telegraph.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 19, 1859.

Form of contract approved. Total amount in treasury, seventy-one thousand five hundred dollars.

J. C. WOODRUFF,
Captain Topographical Engineers.

Lieut. Col. S. H. LONG,
New Orleans, Louisiana.

[By Telegraph.]

NEW ORLEANS, *March 24, 1859.*

Contract and bond duly executed. Channel to be opened in six months, and kept open one year thereafter. Total consideration, sixty-seven thousand five hundred dollars. Approval of Secretary of War by telegraph promptly solicited.

S. H. LONG.

Captain J. C. WOODRUFF, *Washington.**Indorsement.*BUREAU OF TOPOGRAPHICAL ENGINEERS,
March 25, 1859.

Respectfully submitted, and recommended to be approved.

J. J. ABERT,

Colonel Corps of Topographical Engineers.

Approved:

J. B. FLOYD,
*Secretary of War.*WAR DEPARTMENT, *March 25, 1859.*

[By Telegraph.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 25, 1859.

Contract approved as communicated by telegraph.

J. C. WOODRUFF,

*Captain Top'l Engr's, in charge of Bureau.*Lieut. Col. S. H. LONG,
*New Orleans, Louisiana.*NEW ORLEANS, *March 25, 1859.*

SIR: I have the honor to report my proceedings under the telegraphic orders from the Topographical bureau, dated on the 11th, and received on the 12th instant, at Alton, Illinois.

On the 13th of the same month I started for New Orleans, but was, unfortunately, so much detained on the river by stormy weather, that I could not reach that city till a late hour of Saturday night, the 19th instant.

Agreeably to instructions from the War Department, public notice had been given in the "Picayune" and "Delta," newspapers of New Orleans, for one week daily, inviting proposals for the improvement of the Southwest Pass.

The notice was given in the following terms, viz:

“Sealed proposals for opening and keeping open the Southwest Pass will be received at the quartermaster's office, in New Orleans, until the 18th of March, instant.

“Channel to be 300 feet wide and 18 feet deep. The amount to be expended will not exceed \$70,000.

“The proposers will state when they will begin and when complete the work by contract.

“When the channel shall have been opened, inspected, and accepted in due form, one-third of the stipulated consideration shall be paid, and the residue at the expiration of the term contracted for, provided the channel shall have been kept open, inspected, and accepted till said expiration. Inspection, &c., to be made, as provided for in the forfeited contracts of Craig & Rightor for the same work at the Southwest Pass.

“S. H. LONG,

“Lieutenant Colonel Topographical Engineers.

“ALTON, *March 11, 1859.*”

In answer to the foregoing notice, the following proposals were received, viz:

No.	Date.	From whom received.	Terms of proposals.
1	1859. March 16	McKay & Morris-----	Work to be begun April 1, 1859; channel to be opened August 1, 1859; channel to be kept open till April 1, 1860. Consideration, \$69,500.
2	March 16	E. B. Bishop-----	Work to be begun within two weeks; channel to be opened in six months; channel to be kept open one year. Consideration, \$68,000.
3	March 18	Jno. Keelty, Secretary of Towboat Association.	Work to be begun within fifteen days; channel to be opened in six months; channel to be kept open sixty days thereafter. Consideration, \$70,000.
4	March 18	Hyde & Mackie-----	Work to be begun within four weeks; channel to be opened in four to six months; channel to be kept open twenty-one months thereafter. Consideration, \$70,000.
5	March 18	Charles S. Hyde-----	Work to be begun within four weeks; channel to be opened in six months; channel to be kept open one year thereafter. Consideration, \$67,500.

In passing upon the merits of the foregoing proposals, the award was given in favor of that contained in statement No. 4 as more acceptable than any other contained in the list, and the decision was communicated to the successful proposers as early as practicable in the following note, viz:

QUARTERMASTER'S OFFICE,
New Orleans, March 22, 1859.

GENTLEMEN: Your proposals of the 18th instant for opening and keeping open the channel of the Southwest Pass, to the depth of 18 feet and width of 300 feet, have been received, and are regarded as an acceptable basis of a contract to be entered into and concluded in due form with the undersigned at this office as early as practicable.

Respectfully, gentlemen, your obedient servant,

S. H. LONG,

Lieutenant Colonel T. E.

Messrs. HYDE & MACKIE, *New Orleans, La.*

On the same date I received a note from the same gentlemen, asking leave to withdraw their proposals as above, and virtually declining for reasons not clearly understood, to contract for the work. The note was as follows, viz:

NEW ORLEANS, March 22, 1859.

SIR: We beg leave to withdraw the proposals made by us under date of the 18th instant, for the opening of a channel 300 feet wide by 18 feet deep through the bar at the Southwest Pass of the Mississippi river.

We remain, dear sir, your obedient servants,

HYDE & MACKIE.

S. H. LONG, *Lieut. Col. U. S. Eng.,*

Quartermaster's Office.

The foregoing letter was received on the 23d instant, and on the date of its receipt I addressed the following note to the bidder who stands next for consideration and acceptance on the list of proposals:

QUARTERMASTER'S OFFICE,
New Orleans, March 23, 1859.

SIR: In deciding upon the merits of the proposals lately received at this office for the improvement of the Southwest Pass, the first award was made in favor of the proposals of Messrs. Hyde & Mackie, of this city, but they have this day declined to become a party to the contract required for the execution of the work.

Your proposition stands next on the list for acceptance, and is regarded in like manner as a basis of a contract which I am ready to conclude with you for the performance of the work mentioned. You are accordingly desired at your *earliest convenience* to call at this office and enter into the requisite contract stipulations for the speedy commencement of the work.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel T. E.

CHARLES H. HYDE, Esq., *New Orleans, La.*

In accordance with the request contained in the above note, the bidder, Charles H. Hyde, esq., presented himself at the office, and a contract in accordance with the form and terms prepared, and sanctioned by the War Department through the Topographical bureau, was duly signed, sealed, and concluded in the manner set forth in the documents herewith enclosed, to wit:

Copies in duplicate of a contract done in quadruplicate, providing for the improvement of the Southwest Pass, and a duplicate of the bond annexed to one of the said duplicate copies, with the requisite certificate of the United States district attorney annexed thereto, are herewith enclosed.

Having prepared and concluded the contract in strict accordance, as I believe, with the instructions received from the War Department, I at once communicated the result to the department by telegraph, as follows:

“NEW ORLEANS, *March 24, 1859.*

“Contract and bond duly executed. Channel to be opened in six months, and kept open one year thereafter. Total consideration sixty-seven thousand five hundred dollars. Approval of Secretary of War by telegraph promptly solicited.

“S. H. LONG,
“*Lieut. Col. T. E.*

“Captain J. C. WOODRUFF,
“*Topographical Bureau, Washington, D. C.*”

Should any further action in reference to the approval of the contract and bond be deemed expedient by the department, please communicate the decision to C. A. Fuller, esq., supervisor of the passes, quartermaster's office, New Orleans, who will continue to supervise the work in a manner similar to that observed by him in supervising the operations under the previous contracts of Craig & Rightor.

Knowing of no further services at present to detain me longer here, I purpose to embrace an early opportunity to return to my station at Alton, Illinois.

Respectfully submitted.

S. H. LONG,
Lieut. Col. T. E.

Col. J. J. ABERT,
Chief Top'l Engineer, Washington, D. C.

H. Ex. Doc. 5—9

Articles of agreement made and entered into this twenty-fourth day of March, anno Domini one thousand eight hundred and fifty-nine, between Brevet Lieutenant Colonel S. H. Long, corps topographical engineers, acting in behalf of the United States of America, on the one part, and Charles H. Hyde, of the city of New Orleans and State of Louisiana, of the other part :

This agreement witnesseth, that the said Brevet Lieutenant Colonel S. H. Long, of the corps of topographical engineers, for and in behalf of the United States of America, and the said Charles H. Hyde, his heirs, executors, and administrators, have covenanted and agreed, and by these presents do mutually covenant and agree, as follows, viz :

First. That the said Charles H. Hyde shall open through the entire breadth of the bar, or shoal, at or near that mouth of the Mississippi river into the Gulf of Mexico known as the Southwest Pass, a straight ship channel, having a well-defined width throughout its whole extent, from the deep navigable waters of said river to the deep navigable waters of the Gulf aforesaid, of not less than three hundred feet, and a depth of not less than eighteen feet below the level of ordinary low water, which level will be determined by a bench mark on the shore, established by the officer or officers of the United States, charged with the supervision and inspection of the said work ; and the place and direction of the said ship channel shall be designated and fixed by the said inspecting and supervising officer or officers ; and if any earth shall be removed by dredging or otherwise, the place where it shall be deposited shall also be designated by said inspecting officer or officers.

Second. That the said C. H. Hyde shall commence the work of opening the said ship channel immediately after the signing and delivery of these presents, and complete the same within a period not to exceed six months from the date of this agreement, and whenever the said Charles H. Hyde shall report in writing, the work as finished, within the time above fixed for its completion, to the said supervising and inspecting officer or officers, the said officer or officers shall inspect the work ; and if from the report of said inspector the Secretary of War shall be satisfied that the work has been properly executed, and that a straight ship channel of the above width and depth throughout the entire length of said bar or shoal from the deep navigable waters of said river to the deep navigable waters of the Gulf of Mexico actually exists there, the said Charles H. Hyde shall be paid the sum of twenty-two thousand five hundred dollars, (\$22,500;) but on the contrary, if it shall be found that the work has not been completed conformably to this agreement, then the said Charles H. Hyde shall have no right to demand, and shall not be paid, the whole or any portion of the above sum, or have any claim or demand upon the United States of America whatever, for compensation for work done, or for damages or losses sustained, or for expenses incurred by him or them on account of said work.

Third. That the said C. H. Hyde shall keep open the said straight ship channel across said bar or shoal, to the width and depth above

specified, throughout its entire length, for the term of twelve months, from and after the said ship channel shall have been opened and accepted as above stated, and in order to determine whether the terms of this agreement be strictly complied with, the Secretary of War may appoint an officer or officers to supervise and inspect the work at such times as he may deem necessary; and if from the reports of the said inspections he shall be satisfied that the said straight ship channel has been constantly maintained at the width and depth above specified throughout its entire length, and for the entire period of twelve months, for which the said C. H. Hyde agrees to keep open the said ship channel, from and after the time the said ship channel shall have been first accepted, as above, then at the expiration of that entire period shall be paid to him, the said Charles H. Hyde, the further sum of forty-five thousand dollars, (\$45,000;) but no payment will be made until after the said ship channel shall have been examined at each period of payment by the inspecting or supervising officer or officers, appointed as above, and found to be in all respects conformable to this contract.

Fourth. For the faithful performance of the requirements of this agreement, in all its parts, for keeping open the aforesaid ship channel, the said Charles H. Hyde shall enter into bond with good and sufficient securities in the sum of forty-five thousand dollars.

Fifth. It is understood and declared by the parties of the agreement that no member of Congress or officer of the army or navy of the United States of America, has any interest or concern direct or indirect in this agreement; that said agreement or any part of it cannot be transferred, but shall be executed by the said Charles H. Hyde, who is alone answerable for its fulfilment; it is also understood and agreed by the parties to this agreement that it is not binding upon the United States of America, and will not go into operation until it shall have been sanctioned by the Secretary of War, and until the bond aforesaid shall have been executed and have received the approval of said Secretary.

In testimony whereof, the parties to this agreement have set their hands and seals on the day and date first above written.

S. H. LONG, [L. s.]

Lieutenant Colonel Topographical Engineers.

CHAS. H. HYDE. [L. s.]

Signed and sealed in quadruplicate, in presence of—

CHARLES A. FULLER.

J. S. WINNEMORE.

Know all men by these presents that we, Charles H. Hyde, Thomas G. Mackie, and William A. Hyde, of the city of New Orleans, and State of Louisiana, are by these presents held and firmly bound to the United States of America in the sum of forty-five thousand dollars, lawful money of the United States aforesaid, for payment of which, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, and administrators, for and in the whole, jointly

and severally, firmly by these presents, dated the twenty-fourth day of March, in the year of our Lord one thousand eight hundred and fifty-nine, and sealed with our seals.

The condition of this obligation is such, that whereas the above bounden Charles H. Hyde has, by a duly executed instrument of writing, dated the twenty-fourth day of March, in the year of our Lord one thousand eight hundred and fifty-nine, contracted with the United States, through S. H. Long, brevet lieutenant colonel of topographical engineers, the duly empowered and authorized agent of the United States, to open (as per written proposal of the eighteenth of March aforesaid) a straight ship channel at the outlet of the Mississippi river into the Gulf of Mexico, known as the Southwest Pass, to a depth of eighteen feet throughout a well-defined width of three hundred feet, and to keep the said ship channel open to the same depth and width from the deep water of the said river into the deep water of the Gulf of Mexico, as by reference to the instrument of writing will more fully appear:

Now, therefore, if the aforesaid Charles H. Hyde shall in all things well and truly observe and perform, fulfil and keep, all and singular the covenants, contracts, conditions, stipulations, and agreements, specified and recited in the instrument of writing aforesaid, according to the true understanding, intent, and meaning thereof, then this obligation is to be void and of no effect; otherwise to remain and to be of full force and virtue.

CHAS. H. HYDE. [L. S.]
THOS. G. MACKIE. [L. S.]
W. A. HYDE. [L. S.]

Signed, sealed, and delivered in presence of—

CHARLES A. FULLER.

J. S. WINNEMORE.

I, Thomas J. Semmes, United States attorney for the eastern district of Louisiana, do certify that from my knowledge of the parties, sureties to the foregoing bond, to wit: William A. Hyde and Thomas G. Mackie, and from information derived from reliable and respectable sources, the said William A. Hyde and Thomas G. Mackie, who reside in the parish of Orleans, are good and sufficient sureties for the sum of forty-five thousand dollars, (\$45,000.)

THOMAS J. SEMMES,
United States Attorney, Eastern District of Louisiana.

NEW ORLEANS, *March 24, 1859.*

BUREAU OF TOPOGRAPHICAL ENGINEERS,
March 30, 1859.

Examined and recommended to be approved.

J. J. ABERT,
Colonel Corps Topographical Engineers.

Approved.

J. B. FLOYD,
Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 26, 1859.

SIR: Messrs. Craig & Rightor, contractors for opening and keeping open the passes at the mouths of the Mississippi river, having failed to comply with the terms and conditions of their contracts by keeping open the said passes, their contracts have been annulled, and it is respectfully suggested that the attention of the Solicitor of the Treasury be brought to the subject with a view to bringing suit against the parties and their sureties for a non-compliance of the conditions of their contracts.

The bonds are on file in the office of the Second Comptroller of the Treasury.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,
Captain Topographical Engineers, Assistant in charge.

Hon. JOHN B. FLOYD,
Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 31, 1859.

SIR: I have the honor of submitting for approval a contract entered into between Lieutenant Colonel S. H. Long, corps of topographical engineers, and Charles H. Hyde, of the city of New Orleans, Louisiana, for opening and keeping open the Southwest Pass at the mouth of the Mississippi river.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 1, 1859.

SIR: Your report of proceedings in relation to a new contract for the improvement of the Southwest Pass, together with the contract referred to, have been received.

I return herewith the duplicate of the contract approved by the Secretary of War.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps of Topographical Engineers.

Lieut. Col. S. H. LONG,
Corps of Topographical Engineers, Alton, Illinois.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 2, 1859.

SIR: I have to request that you transmit a copy of the tidal observations that were instituted by you for determining the level of ordinary or mean low tide at the Southwest Pass, for the files of the bureau.

Respectfully, sir, your obedient servant,
J. C. WOODRUFF,
Capt. Top'l Eng'rs, Assistant to Bureau, in charge.

Lieut. Col. S. H. LONG,
Corps of Topographical Engineers, Alton, Illinois.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, April 16, 1859.

SIR: In answer to your letter of the 2d instant, asking for "a copy of the tidal observations that were instituted for determining the level of ordinary or mean low tide at the Southwest Pass," I can only observe that the observations were duly made by Captain William Johnson, who served under my direction, as supervisor of the passes, till prematurely relieved on the 12th of August last by C. A. Fuller, esq., without special instructions for that purpose. The observations were instituted and prosecuted in part under my personal supervision, and minutes thereof were duly taken by Captain Johnson, who was instructed to prepare and submit a full statement thereof at the close of the period during which the observations were made.

Instead of relieving Captain Johnson in due form, and assuming the duties previously confided to him, C. A. Fuller virtually dismissed him from the service, leaving the passes without any supervisor till sundry unfinished duties relating to the improvement of Red river at and near the raft should be accomplished by him, the said Fuller, which were not concluded till the 11th of October, 1858, and he was not prepared to enter upon his actual duties as supervisor and successor of Captain Johnson till the 26th of November following.

In consequence of the informality of relieving Captain Johnson, I apprehend that the field-notes, records, &c., kept by him were not transferred to the said Fuller in the manner contemplated in my instructions of the 13th April, 1857, and in subsequent instructions.

On repeated inspections of the manner of making and recording the tidal observations of Captain Johnson, I became satisfied that they were made and kept in due form, and that the results obtained fairly led to the conclusion that the surface of "ordinary low water" was very nearly or quite coincident with that of the mean of lunar tides unaffected by winds from any quarter; or, in other words, that the surface water of the Gulf at low tides rose above the mean tide level as often as it failed to reach that level. Accordingly, a bench

mark, adjusted to the mean level as above, was regarded as the index of the low-water level called for by the contracts of Craig & Rightor.

In order to show more clearly the nature and results of the observations that have been made, I hereto subjoin two extracts from reports of Captain Johnson, which are as follows, viz :

“ AUGUST 31, 1857.

“ The tidal observations at low ebb have been kept with regularity on two different gauges on either side of the river, in the manner and according to the plan as laid down in your letter of instructions. The directions of the wind during the previous day and its approximate velocity have also been noted. The sum of observations for four lunations indicate that the mean low tide is equal to $8\frac{3}{4}$ inches of the gauge.

“ WILLIAM JOHNSON, *Supervisor.*”

“ DECEMBER 10, 1857.

“ In pursuance of your orders, I have instituted a course of tidal observations with a view to determine the level of ordinary or mean low tide at this pass. I caused three tide gauges to be constructed, and located the same at different points on the bar and above ; the water recorded on each was daily noted, together with the direction of the wind during the preceding 24 hours and its approximate velocity. By taking the sum of these observations and dividing by the number of observations made, I obtained the mean low water for the past six months, which level I have permanently located upon a solid bench mark at the west shore some distance above the bar.

“ WILLIAM JOHNSON.”

I purpose to direct the attention of the supervisor, C. A. Fuller, esq., to the subject of your letter, and ascertain if it is practicable to cull and collate from the notes, papers, &c., received by him from Captain Johnson the details of information you desire.

Respectfully, your obedient servant,

S. H. LONG,

Lieutenant Colonel of Topographical Engineers.

Captain J. C. WOODRUFF,

Captain Corps of Top'l Engineers, in charge of Top'l Bureau.

UNITED STATES TOPOGRAPHICAL OFFICE,

Alton, May 9, 1859.

SIR: On the receipt of your instructions of the 2d of April last, in reference to tidal observations at the Southwest Pass and Pass à l'Outre, made by my directions, I at once directed C. A. Fuller, esq., the present supervisor of the passes, to examine the notes, registers, and other papers delivered to him by Captain William Johnson, his predecessor at the passes, and to collate therefrom such items of

information relating to the subject as were to be found among the minutes and memoranda referred to.

In reply to my requisition, as above, the supervisor has furnished a list or schedule of tidal observations, in relation to which he observes as follows: "After examining carefully all the records turned over to me by Captain William Johnson, I find only a copy of a register of observations at the Southwest Pass from April 27 to October 27, 1857, and also hourly observations during the 26th and 27th of May, 1858."

The "copy of the register" just mentioned will be more particularly noticed in the sequel, while the hourly observations appear to have little or no connexion with the services required of Captain Johnson.

The directions prescribed by Captain Johnson, in so far as they relate to tidal observations at the passes, are comprised in the following items, extracted from a series of special instructions issued to him at the Southwest Pass, under date of April 18, 1857, and are as follows, viz:

"5th. You will establish one or more bench marks, on a level of ordinary low water, in the following manner, viz: fix one or more tide gauges at suitable points. Assume a point about an inch below extreme low water, and mark it with 0, or zero. Divide the gaugerod into inches and quarters, and number the inches from zero downward 1, 2, 3, 4, and so on. Observe and note the inches and parts on the rod at extreme ebb tide, daily, for one entire lunation. Add the recorded observations together for one lunation, and divide their sum by the number of observations, and the quotient will indicate the bench mark level for the lunation.

"Repeat the observations during a series of lunations, and divide the sum of the series (for one year, if practicable, or six months, if otherwise) by the number of the series, and the quotient will indicate the true level of the bench mark, which may be fixed by driving a stake at the margin of the water at that level till the head of the stake coincides exactly with the surface of the water.

"6th. Keeping a daily register of the observations made upon the tide gauge, from which the level of the bench mark (or ordinary low water) may be deduced with accuracy."

NOTE.—The level assumed, which was supposed to be about one inch below the surface of the lowest tide, proved to be only half an inch below the surface, as will hereafter be shown.

The instructions given as above, and various other directions subsequently given in relation to the tidal observations, and to the manner of arranging, recording, and reporting the same, were often reiterated, but seem not to have received the care and attention expected to have been bestowed upon them by Captain Johnson, owing, in some measure, no doubt, to the unexpected and informal manner of his discharge from the service.

With respect to the correctness and punctuality of the observations, I have received no report from Captain Johnson establishing their credibility; but as I had occasionally witnessed the manner of making the observations, I am inclined to regard them quite as correct as the nature of the case would admit.

The means and manner of making the observations, and the results obtained from the same.

The apparatus employed in making the observations consisted—

1st. Of a wooden trunk or box, about six inches square and five or six feet long, set vertically in the water and secured in that position either to a pile driven firmly into the bottom of the river near the shore, or else to the side of a crib or wharf, the sides of the lower portion of the trunk being pierced with auger holes to admit the free ingress or egress of the water at every change of the tide.

2d. A float or buoy, of a cubical, oblong, or cylindrical form, of tin, zinc, or sheet copper, made perfectly tight by soldering or otherwise, and in a manner to exclude the water from its interior cavity, also of a size to admit of its rising and falling freely within the vertical trunk or box, was employed to indicate the elevation of the surface water outside of the trunk.

3d. A plate of tin, zinc, or sheet copper, large enough to cover the upper end of the trunk, and perforated by a square opening of a capacity to admit the gauge rod to pass freely through it, was fastened to the top of the trunk by small tacks.

4th. A gauge rod of white pine, three-eighths of an inch square, and three or four feet long, was firmly attached to the upper side or end of the float, in a manner to move freely upward and downward in the centre or axis of the trunk in coincidence with the movements of the float.

5th. The float and its gauge rod being inserted in the trunk when the tide was at extreme low ebb, and the tin plate being applied to the top of the trunk, with the upper end of the rod rising through and above it, a scribe or mark was made on the rod in exact coincidence with the plate, and the zero point for the graduations of the rod was fixed thereat.

6th. The setting and adjustment of the gauge were preceded by careful observations and inquiries for the purpose of ascertaining, as nearly as practicable, the surface level of the lowest ebb tide. In order to insure scope enough to the rod to embrace all the levels included within the range of daily low tides, (which seldom occur oftener than once in twenty-four hours,) one inch below the reputed lowest ebb tide was assumed as the maximum depression to be indicated by the tide gauge. Observations subsequently made with the tide gauge showed that on the 21st of July, 1857, the lowest ebb was half an inch below the reputed lowest ebb. Hence an error of half an inch must be deducted from each of the gauge marks recorded in the subjoined table or register of low tides.

The construction of the tide gauge and the arrangement of its parts are indicated with sufficient clearness by the accompanying drawing.

NOTE.—The graduations of the tide gauge were limited to twenty-four inches, because this limit was known to exceed half the extreme range from the highest to lowest stage of the tides, and for the purpose of preventing too large a portion of the rod from rising above the plate, whereby this projecting part would be exposed too much to

the influence of strong winds tending to impair or obstruct the operations of the gauge.

References to the drawing.

Fig. 1 represents a vertical section through the trunk, float, and gauge rod, with the graduations of the latter.

Fig. 2 represents an outside view of the trunk with its perforations.

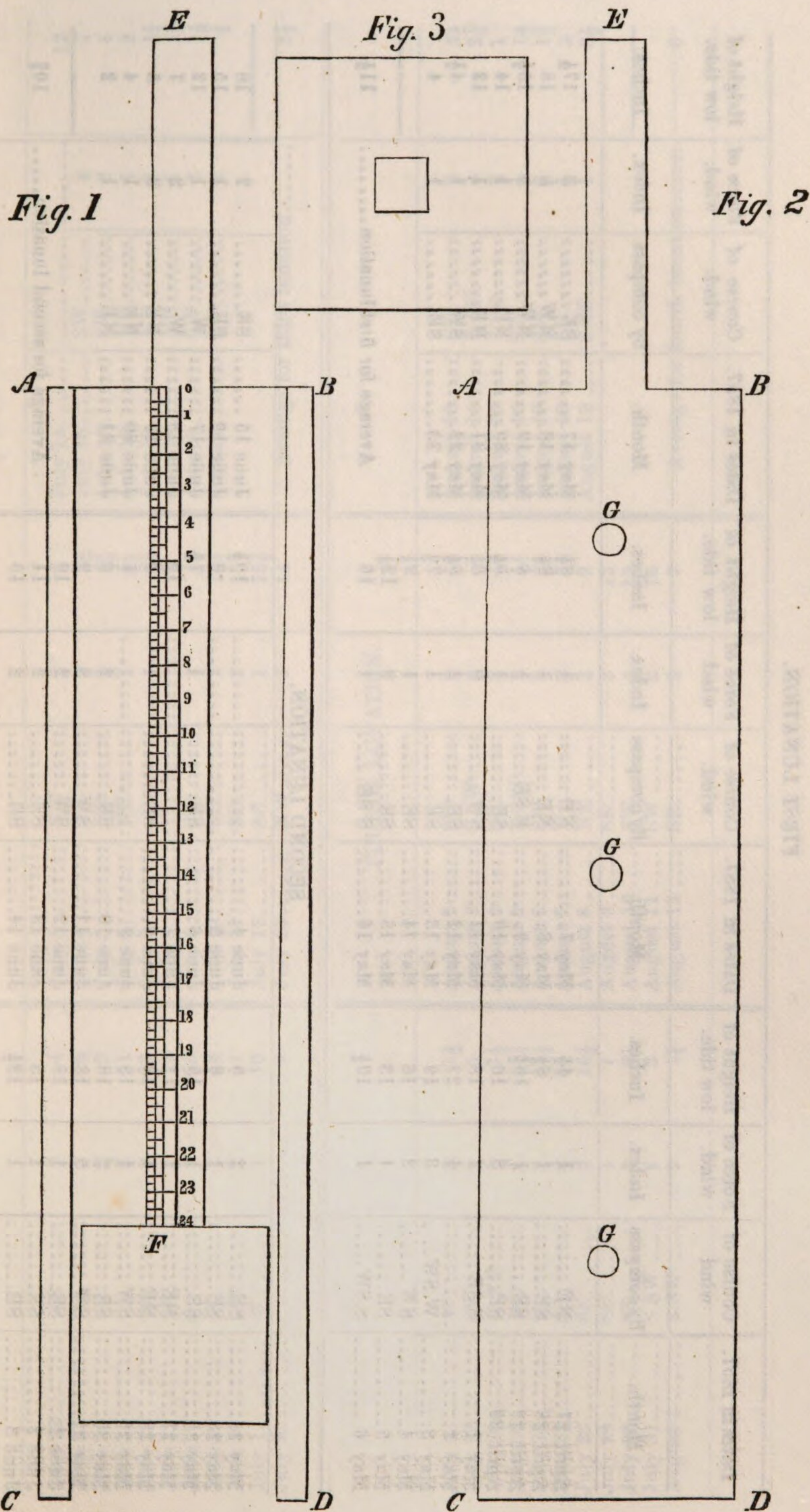
Fig. 3 represents a top view of the metallic covering plate, with its orifice for the reception of the gauge rod.

A B C D the trunk or wooden box.

E F the gauge rod and its graduations.

F the hollow float or buoy.

G G, &c, perforations for the ingress and egress of water.



Register of low tides at Southwest Pass for a series of lunations, beginning April 27 and ending October 27, 1857, by William Johnson.

FIRST LUNATION.

Dates in 1857.	Course of wind.	Force of wind.	Height of low tide.	Dates in 1857.	Course of wind.	Force of wind.	Height of low tide.
Month.	By compass	Index.	Inches.	Month.	By compass	Index.	Inches.
April 27.....	NE.....	1	4½	May 17.....	SE.....	3	17½
April 28.....	SE.....	1	8½	May 18.....	NW.....	5	18
April 29.....	SE.....	1	10½	May 19.....	NW.....	3	15½
April 30.....	SE.....	3	16	May 20.....	NE.....	1	14
May 1.....	S. SE.....	2	18	May 21.....	NE.....	1	12
May 2.....		4	22	May 22.....	SW.....	1	4½
May 3.....	W. SW..	3	19	May 23.....	SE.....	1	4
May 4.....	SW.....	2	16				
May 5.....	SE.....	1	13				
May 6.....	S. SW.....	1	10½				
				Average for first lunation.....			11½

SECOND LUNATION.

Dates in 1857.	Course of wind.	Force of wind.	Height of low tide.	Dates in 1857.	Course of wind.	Force of wind.	Height of low tide.
Month.	By compass	Index.	Inches.	Month.	By compass	Index.	Inches.
May 24.....	SE.....	2	5	June 15.....	SE.....	2	18
May 25.....	SE.....	1	6	June 16.....	SE.....	1	15
May 26.....	SE.....	1	15	June 17.....	W.....	1	12
May 27.....	NE.....	1	11	June 18.....	W.....	2	7
May 28.....	NE.....	1	13	June 19.....	NE.....	2	5
May 29.....	SW.....	1	15	June 20.....	NE.....	1	4
May 30.....	SE.....	2	18	June 21.....	NE.....	1	2
May 31.....	SW.....	5	18				
June 1.....	SE.....	1	18				
June 2.....	SE.....	1	15	Average for second lunation.....			10¾
June 3.....	SE.....	1	13½				

THIRD LUNATION.

June 22.....	NE	2	4	July 3.....	NW	2	9	July 14.....			12
June 23.....	NE	5	14	July 4.....	NE	2	7 $\frac{1}{2}$	July 15.....	SW	2	7
June 24.....	SE	7	9	July 5.....	NE	2	6 $\frac{3}{4}$	July 16.....	SW	3	4
June 25.....	SE	5	11	July 6.....	NE	1	5 $\frac{1}{4}$	July 17.....	NE	1	2
June 26.....	SE	3	12	July 7.....			6 $\frac{3}{4}$	July 18.....	NE	2	1 $\frac{1}{4}$
June 27.....	SE	1	14	July 8.....			7	July 19.....	NE	1	1 $\frac{1}{2}$
June 28.....	S	1	15	July 9.....	SE	1	8 $\frac{1}{4}$	July 20.....	SW	3	1 $\frac{1}{2}$
June 29.....	W	1	12	July 10.....	SE	1	10 $\frac{1}{2}$	July 21.....	SW	2	$\frac{1}{2}$
June 30.....	NE	1	11	July 11.....	SE	2	13				
July 1.....	W	1	10	July 12.....	SE	1	15 $\frac{1}{2}$				
July 2.....			8	July 13.....	NW	1	14				
								Average for third lunation.....			8 $\frac{3}{4}$

FOURTH LUNATION.

July 22.....	W	2	1 $\frac{1}{2}$	August 2.....	SW	2	1 $\frac{1}{4}$	August 13.....	SE	3	3 $\frac{1}{2}$
July 23.....	SW	1	4	August 3.....	S.SW	2	$\frac{3}{4}$	August 14.....	E.SE	4	2 $\frac{1}{4}$
July 24.....	E.NE	1	7 $\frac{1}{2}$	August 4.....	SE	3	1 $\frac{1}{2}$	August 15.....	S.SE	3	1
July 25.....	NE	2	11 $\frac{1}{4}$	August 5.....	S SW	2	1 $\frac{1}{2}$	August 16.....	SW	1	1 $\frac{1}{2}$
July 26.....	E.....	3	13 $\frac{3}{4}$	August 6.....	SW	5	2 $\frac{1}{4}$	August 17.....	SW	2	1 $\frac{1}{2}$
July 27.....	SE	3	15	August 7.....	N.....	3	3	August 18.....	SE	1	3
July 28.....	SE	2	16 $\frac{1}{2}$	August 8.....	NE	2	9	August 19.....	S.SE	1	3 $\frac{1}{2}$
July 29.....	SE	1	7	August 9.....	SE	3	12				
July 30.....	SE	1	6 $\frac{1}{2}$	August 10.....	SW	4	19				
July 31.....	S.SW	1	2	August 11.....	SW	2	16				
August 1.....	S.SW	1	1 $\frac{1}{4}$	August 12.....	SE	2	7	Average for fourth lunation.....			6

SEVENTH LUNATION.

October 18.....	NE.....	3	7	October 22.....	SE.....	3	9½	October 26.....	NW.....	2	6
October 19.....	NE.....	2	8	October 23.....	SW.....	3	7½	October 27.....	NE.....	1	7
October 20.....	NE.....	3	3	October 24.....	NW.....	3	9	Average of ½ of seventh lunation.			
October 21.....	NE.....	3	5	October 25.....	NW.....	3	5				
											6¾

Proximate average of 6½ lunations.....	9
Deduct gauge error.....	½
Level of bench mark.....	8½
Number of observations.....	182
Mean of observations.....	8½
Number of observations at and below mean, as above.....	91
Number of observations above same mean.....	91

The relative force or intensity of the winds is indicated as follows, viz: 0 = calm; 1 = gentle breeze; 2 = breeze; 3 = stiff breeze; 4 = squally; 5 = blowing hard; 6 = blowing very hard; 7 = blowing a gale; 8 = hurricane.

The observations recorded in the register indicate great irregularity in the daily low-water stages of the tides, which seldom occur oftener than once in twenty-four hours, and exhibit changes varying from half an inch to twenty-two inches, and giving for the elevation of mean or ordinary low tide, during a period of six and one-third lunations, as indicated by the tide gauge, after deducting half an inch not included within the range of low tides, very nearly eight and a half inches, which has been assumed as the appropriate level of the required bench mark.

A careful inspection of the register will show that there is very little, if any, correspondence between the directions and intensities of the winds, as represented in the second and third columns of the register; hence doubts may fairly be entertained as to the correctness with which these representations have been made.

Having personally witnessed the manner of setting and adjusting the tide gauge, and of taking many observations thereby, I rely with much confidence on the accuracy with which the ranges for low tides have been observed.

I personally directed the preparation and setting of two of the gauges used for tidal observations, viz: one at the Pilot's Bayou, on the southerly side, and the other directly opposite, on the northerly side of the Southwest Pass. Captain Johnson informed me that he had fixed similar tide gauges at the following points, viz: at the pile dam of Craig & Rightor, in the Southwest Pass, and at the lighthouse in Pass à l'Outre, agreeably to my directions. Two of the tide gauges in the Southwest Pass, viz: the gauge in Pilot's Bayou and that at the pile-dam, became deranged and rendered useless by stormy weather and other accidents soon after they were established.

Any intelligent person, at all conversant with the fluctuations, eccentricities, and anomalies of the tides at the mouths of the passes, would readily infer that the low-tide ranges represented in the register were not materially, if at all, overrated. On some occasions the variations between high and low tide in the same day amounted to a few inches only.

The final report of Captain Johnson, in reference, not only to the tidal observations, but also to various other topics to which his attention had been directed, was expected to exhibit far more copious and lucid views in relation to the duties of his appointment; but, no such report having been made, I avail myself of all the leading items of intelligence that can be derived, not only from the meagre notes found among his papers, but from my personal recollections of the matters herein considered, and give the foregoing as the result of my efforts in this way.

S. H. LONG,
Lieutenant Colonel Topographical Engineers.

SOUTHWEST PASS MISSISSIPPI RIVER,
May 31, 1859.

SIR: In reporting, at the close of the month, upon the progress of the work for the improvement at this pass of the Mississippi, I cannot say that any material change for the better has resulted from the operations of the contractor. His dredge-boat, the "P. F. Kimball," arrived here on the 10th instant, and commenced dredging on the 12th—two days having been spent in sounding and buoying out the new channel. From the latter date up to this time, with the exception of a few lost days, the boat has been working on the mud lumps *at the foot of the channel*; and, although numerous drags have been made with the machine, (from 25 to 35 per day,) I find that but little, if any, change has been made in the depth of the water upon them. At the commencement of their work there was *scant* twelve feet water on the shoalest part of the lumps, and fifteen feet in the channel on each side of them; at this date, as per soundings herewith, about the same minimum depth is found. It is the intention of the contractor to continue dredging with the machine at this locality until the arrival of the propeller "Enoch Train," which has been purchased at Boston, Massachusetts, for the work, and which is due here on or about the 10th proximo. The "Train," having double propellers, so arranged as to cut in from 12 to 18 feet water, is expected to operate more successfully in cutting up and throwing out the material to be removed.

The "mud lumps" referred to above are on a middle ground that occupies somewhat the position of the old "middle ground," operated upon under the contract of Craig & Rightor, but is somewhat lower down than at this date last year. This "middle ground" is from three to four hundred yards in length, and from fifty to one hundred and fifty yards in breadth—the shoalest part being at its foot, (called the "upper lump,") and on a lump still lower down. The soundings down the middle of this ground are as follows, viz:

16, 16, 16, 16, $15\frac{1}{2}$, 16, 17, 16, $16\frac{1}{2}$, $15\frac{3}{4}$, $16\frac{1}{2}$, $15\frac{3}{4}$, 15, 14, 15, 16,

Upper lump.

$16\frac{1}{2}$, $16\frac{3}{4}$, $16\frac{1}{2}$, $15\frac{1}{2}$, 15, $14\frac{3}{4}$, 14, 13, 12, 14, 15, 17, 19, 17, 16, 18, 16,

Lower lump.

15, 14, 12, 18, 20.

From "upper lump" to lower lump and deep water: $12\frac{1}{2}$, 12, 13, 15, 17, 19, $19\frac{1}{2}$, 20, $19\frac{1}{2}$, 18, 17, 15, 14, 12, 18, 21.

I have made numerous soundings to ascertain the proper position for the new channel. Those taken on the 28th instant, herewith reported, were carefully made, and give a good idea of the present condition of the channel. They are as follows:

Soundings down new channel from above can buoy, passing east of middle ground, to deep water of the Gulf.

High water 1' 8" on guage mark, 6 a. m.—19, 18, $17\frac{1}{2}$, 18, 17, $17\frac{1}{2}$, $17\frac{1}{2}$, 17, 16, $17\frac{1}{2}$, 19, 19, $19\frac{1}{2}$, $18\frac{1}{2}$, $18\frac{1}{2}$, 20, 18, $17\frac{1}{2}$, 17, $17\frac{1}{2}$, $17\frac{1}{2}$, 18, 18, $17\frac{1}{2}$, 17, 17, $17\frac{1}{2}$, $17\frac{1}{2}$, 17, $17\frac{1}{2}$, $17\frac{1}{2}$, 17, 17, $16\frac{1}{2}$, $16\frac{1}{2}$, 16, 16, $16\frac{1}{2}$,

16 $\frac{1}{2}$, 16 $\frac{1}{2}$, 17, 17, 16 $\frac{1}{2}$, 16 $\frac{1}{2}$, 17, 16 $\frac{1}{2}$, 16, 16 $\frac{1}{2}$, 16 $\frac{1}{2}$, 16 $\frac{1}{2}$, 16 $\frac{1}{2}$, 16 $\frac{1}{2}$, 16, 16 $\frac{1}{2}$, 17, 17 $\frac{1}{2}$, 17, 16, 16, 15 $\frac{1}{2}$, 17, 17 $\frac{1}{2}$, 16 $\frac{1}{2}$, 17, 16, 17, 16 $\frac{1}{2}$, 17, 16, 15, 15 $\frac{1}{2}$, 16 $\frac{1}{2}$, 16, 16, 16 $\frac{1}{2}$, 16, 15, 15 $\frac{1}{2}$, 16, 16, 17, 16 $\frac{1}{2}$, 16, 15 $\frac{1}{2}$, 16, 17, 15 $\frac{3}{4}$, 15 $\frac{1}{2}$, 17, 17 $\frac{1}{2}$, 17 $\frac{1}{4}$, 17 $\frac{1}{2}$, 18, 18, 19, 18 $\frac{3}{4}$, 19 $\frac{1}{2}$, 17, 18, 18, 19 $\frac{1}{2}$, 15, 15, 15, 14 $\frac{3}{4}$, 14 $\frac{1}{2}$, 15, 17, 18 $\frac{1}{2}$, 19, 19 $\frac{1}{2}$, 20, 26, 25, 26, 19 $\frac{1}{2}$, 19, 17 $\frac{1}{2}$, 17 $\frac{1}{2}$, 17, 16 $\frac{3}{4}$, 16 $\frac{1}{2}$, 16 $\frac{3}{4}$, 16 $\frac{1}{2}$, 16, 16, 18, 20.

*Soundings from deep water of Gulf up new channel, passing to west of
"middle ground."*

Time 7 a. m.; ebb tide.—20, 19, 18, 16, 13 $\frac{1}{2}$, 14, 18, 19, 18, 17, 17, 17, 18 $\frac{1}{2}$, 22, 18 $\frac{1}{2}$, 19 $\frac{1}{2}$, 16 $\frac{1}{2}$, 18 $\frac{1}{2}$, 17 $\frac{1}{2}$, 18 $\frac{1}{2}$, 17, 17 $\frac{1}{2}$, 16 $\frac{3}{4}$, 16 $\frac{1}{2}$, 17 $\frac{1}{2}$, 17, 18, 17 $\frac{1}{2}$, 17 $\frac{1}{2}$, 18 $\frac{1}{2}$, 17 $\frac{1}{2}$, 17 $\frac{1}{2}$, 16 $\frac{3}{4}$, 17 $\frac{1}{2}$, 18 $\frac{1}{2}$, 18, 18 $\frac{3}{4}$, 18 $\frac{1}{2}$, 19, 18 $\frac{1}{2}$, 18 $\frac{1}{2}$, 18 $\frac{3}{4}$, 17 $\frac{1}{2}$, 17 $\frac{3}{4}$, 18, 18 $\frac{1}{2}$, 19, 17 $\frac{1}{2}$, 18 $\frac{1}{2}$, 18 $\frac{1}{2}$, 17 $\frac{3}{4}$, 17 $\frac{3}{4}$, 18 $\frac{1}{2}$, 18, 18 $\frac{1}{2}$, 18 $\frac{3}{4}$, 19 $\frac{1}{2}$, 18, 18 $\frac{1}{2}$, 18 $\frac{3}{4}$, 20, 19 $\frac{1}{2}$, 18, 19 $\frac{1}{2}$, 19 $\frac{1}{2}$, 19, 19 $\frac{1}{2}$, 19 $\frac{1}{2}$, 18 $\frac{3}{4}$, 19 $\frac{1}{2}$, 19, 20 $\frac{3}{4}$, 21 $\frac{1}{2}$, 20, 20 $\frac{1}{2}$.—Nearly west from can buoy.

Having made sundry triangulations on the prominent points with pocket sextant and small calder compass, I am satisfied that errors exist in the chart as prepared by Captain Johnson. In order to test more fully the observations, I purpose to make further triangulations either with a theodolite or R. R. transit. On examination I find that a base line can be measured on Stake island sufficiently long to obtain the true relative positions of the light-house and the station on the island. The magnetic bearing of the former from the latter differs by at least *eight* degrees from that given by the chart. So great a discrepancy in this instance gives me cause to doubt the correctness of the other positions; and I would, therefore, request you to send me from your office the R. R. transit purchased for the Red river improvement, and turned over by me in October. It is a new instrument, made by Tiench & Worch, of Louisville, Kentucky, and I can rely on its correctness. Please forward it by Adams's Express Company to my usual address at New Orleans.

Respectfully, sir, your obedient servant,

CHAS. A. FULLER,

U. S. Supervisor of Passes, mouth of Mississippi.

Lieutenant Colonel S. H. LONG,

U. S. Army, Alton, Illinois.

UNITED STATES TOPOGRAPHICAL OFFICE,

Alton, Illinois, June 15, 1859.

SIR: I have the honor herewith to transmit for the use of the Topographical bureau a copy of a report of the supervisor, showing the operations had at the Southwest Pass of the Mississippi during the month of May last, and the condition of the pass at the end of that month.

The progress of work done under the new contract seems encouraging, but has not been so rapid as had been anticipated, owing to the

absence of Mr. Kimball, the most reliable and efficient agent of the contractor.

Respectfully submitted.

S. H. LONG,
Lieutenant Colonel Top'l Engineers.

Colonel J. J. ABERT,
Chief Top'l Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, August 15, 1859

SIR: I have to acknowledge the receipt of your letter of the 30th ultimo, stating that from information recently received from the supervisor of the work of opening the channel of the Southwest Pass at the mouth of the Mississippi river, it is probable that you will be called upon at an early day to make the first inspection under the existing contract.

You will, as soon as notified by the supervisor that the work is ready for inspection, proceed to the scene of operations for that purpose.

Respectfully, sir, your obedient servant.

J. J. ABERT,
Colonel Corps Top'l Engineers.

Lieutenant Colonel S. H. LONG,
Corps Top'l Engineers, Alton, Illinois.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, September 26, 1859

SIR: By a telegram from C. A. Fuller, esq., dated on the 24th instant at Southwest Pass, (six months from date of new contract,) and received this day, I am informed that the contractor has failed to accomplish the stipulations of the said contract, in so far as they relate to the *opening* of the channel of the Southwest Pass.

The supervisor's report in full on this subject is expected a few days hence, and a copy thereof will be furnished to the Topographical bureau as soon as practicable thereafter.

Respectfully, your obedient servant,

S. H. LONG,
Lieutenant Colonel Top'l Engineers.

Colonel J. J. ABERT,
Chief Top'l Engineers, Washington, D. C.

SOUTHWEST PASS, MISSISSIPPI RIVER,
September 26, 1859.

SIR: I have the honor to report that the contractor, Mr. Charles H. Hyde, has failed to notify me in writing of his readiness for an inspection of his work at this pass, under the first branch of his contract; and that also during the past week, and especially on the afternoon of the 24th instant, (being six months from the date of contract,) I have carefully and thoroughly sounded the channel, and that the width and depth required by contract does not exist.

On the 20th instant the contractor's dredge-boat "Kimball" suspended work at the bar, and left for New Orleans, for the repair of some damage done to her machinery. Believing that nothing more would be done prior to the 24th instant towards the fulfilment of the first branch of the contract, I made between the former and latter dates numerous channel (cross and random) soundings, the result of which showed clearly that the said portion of the contract had not been complied with.

On the 24th instant the dredge-boat returned from the city, her machinery repaired, and in readiness for a resumption of the work. Mr. W. A. Hyde, of the firm of Hyde & Mackie, (the sureties in the bond for the fulfilment of the contract,) being on board, and appearing desirous that any further soundings I might think proper to make should be taken from off the Kimball, I went on board, and on the afternoon of the 24th ran three lines of channel soundings, (which are herewith transmitted,) the starboard lead being thrown by an employé of mine, while the port one was thrown by the mate of the boat, and both under my supervision. The soundings were commenced at a stage of water two inches *above* mean low tide, and were finished at about the latter stage.

In running the first line I desired the captain and pilot of the Kimball to keep the boat in the *best water* within channel limits, regardless of the course run, in order that the deepest channel might be sounded, whether straight or crooked. The two other lines were run in straight courses, one up the westerly side and one down the easterly side of the proposed channel.

Instead of the tabular exhibits of the soundings, as given in the report, the following abstracts derived therefrom are substituted, to wit:

The aggregate number of channel soundings taken and recorded by the supervisor on the 24th day of September, 1859, was 664. These soundings were exhibited in the report in three distinct series or lines of double soundings, taken on board of a steamer on her starboard and larboard sides, and extending entirely across the tidal bar. The following are abstracts of the several series, viz:

Series No. 1 embraces 190 soundings, of which 89 gave 18 feet and upwards; 52 gave 17 to 18 feet; 48 gave 16 to 17 feet, and 1 gave $15\frac{3}{4}$ feet.

Series No. 2 embraces 348 soundings, of which 230 gave 18 feet and upwards; 108 gave 17 to 18 feet; 8 gave 16 to 17 feet; 1 gave $15\frac{1}{4}$ feet, and 1 gave $14\frac{1}{4}$ feet.

Series No. 3 embraces 126 soundings, of which 32 gave 18 feet and upwards; 31 gave 17 to 18 feet; 58 gave 16 to 17 feet, and 5 gave $15\frac{1}{2}$ feet.

A summary abstract of all the sets embraces 664 soundings, of which 351 gave 18 feet and upwards; 191 gave 17 to 18 feet; 114 gave 16 to 17 feet; 1 gave $15\frac{3}{4}$ feet; 5 gave $15\frac{1}{2}$ feet; 1 gave $15\frac{1}{4}$ feet, and 1 gave $14\frac{1}{4}$ feet.

In view of the results whence the foregoing statements are derived, the supervisor concludes his report as follows:

Hence it appears that the contractor has not only failed to notify me in writing (as required) of his readiness for an inspection, or that the work was "finished" within the stipulated time, but also that he has not obtained the depth of water required by the contract, within six months from its date, or from the 24th day of March, 1859.

I have notified the said contractor of his failure, and herewith transmit a copy of my letter to him.

Mr. W. A. Hyde, who was present at the inspection, verbally informs me that it is the intention of the contractor to apply for an *extension* of time; and, in furtherance of that object, the dredge-boat this morning resumed work upon the bar. Should his application be made, it will be at once forwarded to you.

CHARLES A. FULLER.

P. S.—"Mean low tides" as determined by a series of observations made since the commencement of the work, is 10.65 inches above extreme low water, and a bench mark at that level has been established upon one of the piles supporting the self-registering tide gauge, near the wharf at the telegraph station, Southwest Pass.

The mean low tide for each of the four lunations, the last ending on the 26th September, 1859, was as follows:

	Inches.
For lunation ending with new moon, June 30, per gauge.....	11.15
For lunation ending with new moon, July 29, per gauge.....	7.65
For lunation ending with new moon, August 27, per gauge....	6.20
For lunation ending with new moon, September 26, per gauge.	7.61

32.60

For four lunations 32.60 inches per gauge.

Average..... 8.15 inches per gauge.

The zero of gauge is..... 2.50 inches above extreme low water.

10.65

Therefore, 10.65 inches is the height of mean low tide above extreme low water.

The average high tide for the same period is 25.25 inches above extreme low water.

C. A. FULLER.

U. S. TOPOGRAPHICAL OFFICE,

Alton, Illinois, October 5, 1859.

SIR: I have this day received the report of the supervisor, C. A. Fuller, esq., detailing his proceedings in reference to the inspection of the channel of the Southwest Pass, and the condition of said channel on the 24th of September last, the date at which the opening of a channel 300 feet wide and 18 feet deep entirely across the tidal bar was stipulated to be accomplished under the existing contract with Charles H. Hyde, esq.

The report shows clearly and conclusively that the contractor has failed to comply with the terms of the contract, in so far as relates to the *opening* of the channel, and in consequence has forfeited his claim against the United States for remuneration on account of work done or expenses incurred under his contract. The report of the supervisor, together with a copy of a letter to the contractor by said supervisor, is herewith forwarded to the Topographical bureau.

Respectfully, your obedient servant,

S. H. LONG,
Lieut. Col. Top'l Eng'rs.

Colonel J. J. ABERT,
Chief Top'l Eng'rs, Washington, D. C.

NEW ORLEANS, *October 7, 1859.*

SIR: I have the honor to report that the contractor has ceased all operations on the bar at the Southwest Pass, and that his boats are now employed elsewhere.

The dredge-boat "Kimball" worked a portion of the time between the 26th ultimo and the 1st instant. On the latter date she resumed the towing business, and brought a ship to the bar. On the 4th she was employed under charter in towing the United States revenue cutter in search of "filibusters." Since that date she has returned to Algiers, has had her dredging apparatus removed, and is now under charter with a company of United States troops on board, having left here last night with them for the mouth of the river.

The propeller "Train" also left here a few days since for below, with certain United States officers on board.

Although not officially informed that the contractor has abandoned the work *in toto*, still, from the information above stated, there is little doubt of the fact. His contract having been forfeited by its own terms on the 24th ultimo, I understand he will seek remuneration only through Congress for money expended during the time he has worked upon the bar.

The business season is now commencing, and unless something be soon done towards the opening and keeping open a channel across the bar at this, the main pass of the river, we may look during the win-

ter for a repetition of the troubles and detentions that occurred there during the past busy season.

Respectfully, sir, your obedient servant,

CHARLES A. FULLER,

U. S. Supervisor of Passes, mouth of Mississippi.

Lieut. Col. S. H. LONG,

U. S. Army, Alton, Illinois.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, October 12, 1859.

SIR: I have the honor to transmit a copy of a letter from Lieutenant Colonel Long, superintending engineer of the improvement of the Southwest Pass, at the mouth of the Mississippi river, reporting the failure of the contractor to comply with the terms of the contract, so far as relates to the opening of the channel, and in consequence the forfeiture of his claim against the United States for remuneration for work done or expenses incurred.

The contract having been thus annulled by the failure on the part of the contractor, the only course that the department can pursue to carry out the intention of the law making the appropriation, which required the work to be done by contract, is to invite proposals for executing the work under a new contract.

It is therefore recommended that proposals be again invited for opening a channel at the Southwest Pass of the Mississippi river three hundred feet wide and eighteen feet deep, and for keeping open said channel the greatest length of time within the amount of the balance of the appropriation unexpended.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Col. Corps Top'l Eng'rs.

Hon. JOHN B. FLOYD,

Secretary of War.

UNITED STATES TOPOGRAPHICAL OFFICE,

Alton, Illinois, October 15, 1859.

SIR: I take leave to forward herewith a copy of a letter received by the last mail from C. A. Fuller, esq., supervisor of the passes of the Mississippi, from which it appears that Charles H. Hyde, the contractor for *opening and keeping open* the channel of the Southwest Pass, has ceased to prosecute the work contracted for agreeably to the new contract, dated on the 24th of March last.

Respectfully, your obedient servant,

S. H. LONG,

Lieut. Col. Top'l Eng'rs.

Colonel J. J. ABERT,

Chief Top'l Eng'rs, Washington, D. C.

Removal of obstructions from the mouth of the Mississippi river. From the annual report of Lieut. Col. S. H. Long, for 1859.

The proceedings had in reference to this work, from its commencement in the spring of 1857 to the end of the last fiscal year, and those subsequently had in relation to the same work prior to the 10th of September, 1858, have been explained with sufficient clearness in my last annual report, dated on the 15th of October of that year, and in sundry documents appended thereto, all of which have been printed and published by authority of Congress.

The main results exhibited in the documents just referred to under this general head, (viz: removal of obstructions from the mouth of Mississippi,) are as follows, to wit:

1st. That the opening of the channel of the Southwest Pass in a straight direction, about S. 25° W., and to the requisite width and depth, entirely across the tidal bar, was found accomplished on the 28th day of May, 1858.

2d. That the opening of the channel of the Pass à l'Outre in a straight direction, about S. 85° E., to the requisite width and depth, was found accomplished on the 10th day of September, 1858.

3d. That on the day following, viz: September 11, 1858, the channel of the Southwest Pass had continued open and unobstructed from the 28th of May to the 11th of September, 1858, three months and thirteen days.

In the annual report referred to, (viz: that of October 15, 1858,) no notice was taken of the manner observed in establishing a bench mark, indicating the elevation of the surface of ordinary low water, as required by the contracts of Messrs. Craig & Rightor. This omission was occasioned by the absence of full and adequate returns of the former supervisor, who had been specially charged with the execution of this part of the work.

The fatal epidemic that prevailed in New Orleans and other places in its vicinity contributed to the suspension of the works on the passes from an early date in September till the latter part of October of last year.

C. A. Fuller, esq., late agent for the improvement of Red river, having concluded his duties in reference to that work on or about the last of October, 1858, was assigned to the supervision of the works in progress under the contracts of Craig & Rightor—a duty previously in charge of Captain William Johnson. Colonel Fuller entered on his duties as supervisor early in November of that year, pursuant to instructions from the undersigned.

The first examination made by Colonel Fuller embraced numerous line and random soundings taken with care in the channels of both passes between the 15th and 18th of December, 1858. The results of the examinations were communicated to this office in a report dated on the 22d day of the same month. On the receipt of the report, which occurred on the 1st of January, 1859, a copy of the same was forwarded to the Topographical bureau on the 3d of the same month, together with a brief report from this office, in which I signified my conviction that the contractors had failed to comply with the terms of

their contracts in so far as relates to the *keeping open* of the channels.

The following summary derived from the supervisor's report above cited will show that the channels of both passes were in a very unfavorable condition, compared with that provided for in the contract.

The breaches in the pile dam of the Southwest Pass had been much enlarged, and the stability of the dam greatly impaired, since the time of the inspections made by the undersigned early in September last. The pile dam in Pass à l'Outre, which is far less extensive, appeared to remain firm and unyielding.

With respect to the soundings recorded in this report, the main results are exhibited in the following abstracts, viz :

In the channel of the Southwest Pass the number of soundings taken was 233, of which 88 gave depths of eighteen feet and upwards ; 106 gave depths of seventeen to eighteen feet ; 31 gave depths of sixteen to seventeen feet ; and eight gave depths of fifteen to sixteen feet only, showing that nearly two-thirds of the soundings gave depths of less than eighteen feet, instead of the minimum depths required by contract.

In Pass à l'Outre the number of channel soundings made was 130, of which 33 gave depth of eighteen feet and upwards ; 16 gave seventeen to eighteen feet ; 44 gave sixteen to seventeen feet ; 25 gave fifteen to sixteen feet ; and nine gave fourteen to fifteen feet, showing about three-fourths of the soundings gave less than the depths stipulated in the contract. It should, moreover, be observed that the lines of soundings in both passes were extended entirely across the tidal bars at the mouths of the passes.

On the same date as that of the report from which the foregoing results have been derived, (viz : December 22,) the supervisor formally notified William E. Starke, esq., the agent and representative of the contractors, of the condition of the channels as described in the report.

Between the 17th and 22d days of January, 1859, the supervisor repeated his examinations of the passes by channel soundings, &c., as before, and reported the results obtained, under date of the 24th day of the same month. A copy of his report was forwarded from this office to the Topographical bureau on the 3d day of February following.

Agreeably to the reports just cited, abstracts of the soundings taken are as follows :

The number of channel soundings in the Southwest Pass was 88, of which seven only gave eighteen feet and upwards ; 23 gave seventeen to eighteen feet ; 16 gave sixteen to seventeen feet ; 20 gave fifteen to sixteen feet ; 20 gave fourteen to fifteen feet ; and two gave thirteen and three-quarters to fourteen feet.

The number of channel soundings taken in Pass à l'Outre was ninety, of which twenty-three gave eighteen feet and upwards ; twenty-nine gave seventeen to eighteen feet ; eleven gave sixteen to seventeen feet ; ten gave fifteen to sixteen feet ; twelve gave fourteen to fifteen feet, and five gave thirteen and a half to fourteen feet, instead of the minimum depth required by contract, viz : eighteen feet.

The results given in these abstracts compared with those exhibited in the abstracts of the previous report, of December 22, show that the deterioration of the channels of both passes was still in progress; and from both reports of the supervisor, (viz: that of December 22 and that of the 24th of January,) it also appears that very little had been done by the contractors in the way of improving the channels or arresting the progress of their deterioration.

The foregoing representations having been duly made to the War Department, the following instructions were issued from the Topographical bureau on the 17th of February, 1859, to the address of the undersigned, to wit:

“SIR: The contractors for the improvement of the navigation at the mouths of the Mississippi having failed to comply with the terms of their contract to keep open the channels, according to your reports of the 3d of January and the 3d instant, you will, with as little delay as practicable, report as to the application of the balance of the appropriation to the best advantage of the navigation of the channels, and particularly that of the Southwest Pass, for the action of the Secretary of War.

“J. J. ABERT,
“Colonel Corps of Topographical Engineers.”

The report called for by the above instructions was prepared and forwarded to the bureau on the 25th of February, 1859.

On the 17th day of February, the War Department appears to have decided on the forfeiture and abandonment of the contracts of Messrs. Craig & Rightor, by reason of their having failed to comply with the stipulations of their contracts, in so far as they relate to the *keeping open* of the channels of the passes.

It having been determined by the War Department that the unexpended balance (\$71,500) of the appropriation for the removal of obstructions from the mouth of the Mississippi should be applied to the improvement of the channel of the Southwest Pass, instructions were issued from the Topographical bureau on the 8th day of March, requiring an advertisement for proposals for a new contract for the execution of the work of *reopening* and *keeping open* the channels of this pass.

In order to show that the obstructions in the way of navigation of both passes still continued to increase, abstracts of a third set of soundings taken by the supervisor on the 11th of March, give the following results, viz: the number of soundings taken in Pass à l'Ostre was one hundred and thirty-two, of which eight gave depths of eighteen feet and upwards; twenty-three gave depths of seventeen to eighteen feet; twenty-two gave depths of sixteen to seventeen feet; twelve gave depths of fifteen to sixteen feet; forty-six gave depths of fourteen to fifteen feet, and twenty-one gave depths of thirteen to fourteen feet; the least depths being thirteen and a half feet at seven of the soundings.

The number of channel soundings taken in the Southwest Pass was one hundred and forty-four, of which twenty-six gave depths of eigh-

teen feet and upwards; forty-seven gave seventeen to eighteen feet; twenty gave sixteen to seventeen feet; forty gave fifteen to sixteen feet; eleven gave fourteen to fifteen feet; the soundings being taken at high tide, without any allowance therefor. In this connexion the supervisor remarks, that "at the date of this inspection there were, in all, sixty-five ships detained at the bar; vessels drawing seventeen feet were forced over at top of high tide, requiring, however, the aid of four of the most powerful towboats and from one to three days work on each."

From a comparison of the results of three sets of soundings herein considered, a progress in deterioration from the 22d of December, 1858, to the 11th of March, 1859, is apparent in the channels of both passes.

The proceedings had in reference to the call for proposals, the re-letting of the unfinished work of the Southwest Pass, and the framing of a new contract therefor, are detailed in the report of the undersigned to the War Department, dated at New Orleans, on the 25th of March, 1859.

* * * * *

It is deemed proper briefly to explain the manner of prosecuting the work under the new contract, which was concluded on the 24th day of March last. Such an explanation becomes the more expedient in consequence of the certain failure of the contractor to fulfil the stipulations of his contract, in so far as they relate to the *opening* of the channel of the Southwest Pass, which was to be accomplished on or before the 24th day of September, 1859, or six months after the date of said contract. The fact of the failure as above has been confirmed by a telegram from the supervisor, C. A. Fuller, esq., dated at the Southwest Pass, on the day last mentioned.

Although the water craft and other means and appliances employed for the execution of the work were such as the contractor deemed most conducive to its accomplishment, and seem to have been used with much energy and diligence, yet the failure has occurred, and without some knowledge of the boats, machinery, and other apparatus employed, and the manner of applying them to the work, no adequate opinion can be formed as to the occasion or cause of the failure.

The craft first resorted to by the contractor was a side-wheel steamer, (the P. F. Kimball,) with yawls, skiffs, &c. The length of the steamer was one hundred and eighty-four feet; its breadth of beam was thirty feet; she was worked by two side engines, with cylinders twenty-three and a half inches in diameter, and seven and a half feet strokes.

The scraping apparatus consisted of a heavy oak beam with scrapers of boiler iron, the beam and scrapers being connected to the sides of the steamer by long arms, sweeps, or cheeks of timber, extending from the scraper beam to points on each side of the boat's hull, about *midships*, when they are attached to the boat by means of oscillating joints or hinges. The parts of the scrapers and their frame are firmly connected and banded together by means of iron plates, straps, bolts, and rivets.

The position of the scrapers and their beam is a few feet in advance

of the steamer's bow, stretching athwart the track of the boat. The scrapers may be lowered to the bed of the channel or hoisted above water at pleasure, by means of chains, warps, and other tackle, put into action by steam power.

After having operated some time with a set of scrapers, no description of which has been received at this office, the contractor deemed it necessary to proceed to New Orleans with his steamer for the purpose of making alterations in his scraping apparatus and of repairing his steamer.

On the 2d of May the supervisor gave the following information concerning the steamer, the scraping apparatus, and the movements of the contractor, viz:

"The contractor took his boat (the P. F. Kimball) out of dock yesterday morning, and will leave for the Southwest Pass to-morrow. His delay has been caused by unexpected repairs that were found necessary to be made to the hull, and also by a change he has thought proper to make in his scraping apparatus. After completing a scraper on the plan first adopted, he dispensed with it and constructed another one, which suits his own views, and one which I think will answer the desired purpose. Instead of the draught chains he has substituted wooden arms, which are secured to the sides of the hull in such a manner as to play freely up and down. The beam to which the scrapers are attached is twenty-five feet long, the arms are sixty-five in length, nine by sixteen inches. The machine is raised and lowered by chains working on a bowsprit by means of a small engine and capstan. Everything pertaining to the scraper is now complete, and is strongly secured and fastened."

A brief description, and a hasty sketch or outline of the boat, and the scraping apparatus as above described, connected therewith, also other things hereafter to be noticed, are exhibited in a paper hereto appended.

In the meantime, and in order to insure efficient and effectual operations upon the tidal bar, the contractor, by the advice and persuasion of others supposed to be competent judges, was induced to procure a noted propeller from Boston, distinguished for its power in deepening channels at the mouths of rivers, in opening channels or passways for shipping through fields of strong ice, &c.

This steamer was furnished with two distinct propeller engines and wheels, both of which might work in concert at the same time.

The dimensions of the propeller were as follows:

	Feet.
Length of hull from bow to stern.....	129
Breadth of beam	24
Depth of hold.....	18
Ordinary draught.....	13

Dimensions of each of two engines:

	Inches.
Diameters of working cylinders.....	34
Length of strokes.....	36
Diameter of propeller wheels.....	117
Number of revolutions per minute.....	60

The hull of the propeller was furnished with capacious tanks, susceptible of being speedily filled or emptied at pleasure, by means of pumps worked by steam power. By filling or emptying the tanks with water the load on board may be varied in such a manner as to give the boat any desired draught, from its smallest to its deepest draught. When loaded very heavily at the stern, the draught may be increased to such an extent that the wings or paddles of the wheels may be made to sweep the bottom of the channel at the depth of eighteen feet or more.

Notwithstanding the great power of the engines and the corresponding strength of the machinery, it more or less frequently occurred that whenever the wings of the wheels struck deeply into the mud lumps, indurated bottom, or sides of the channel, the movements of the engines were arrested, and must be resumed again by reversing them.

The propeller is known and designated by the name of the Enoch Train, and seems admirably adapted to the work of removing obstructions from the channels across the tidal bar. If applied in the manner suggested in my report of February 25, 1859, and more fully explained in the paper hereto appended, it is believed that no other boat of which I have any knowledge could better answer the purpose.

The project just alluded to contemplates the use of scrapers in advance of the bow of the steamer, and it is intended to perform its work by dragging it downward or backward with the current, instead of by propelling or thrusting it forward in advance of the steamer, and against the current, thus differing materially from the plan adopted by the contractor.

In conclusion, I have occasion to observe that on the 5th instant I received a report from C. A. Fuller, esq., supervisor of the passes, dated at Southwest Pass on the 26th ultimo, exhibiting in detail his proceedings in reference to the condition of the channel of that pass on the 24th day of that month, the date at which the first branch of the new contract, viz: the *opening* of a straight channel three hundred feet wide and eighteen feet deep entirely across the tidal bar, was stipulated to be accomplished. The examination, soundings, &c., made by the supervisor on the date mentioned, appear to have been very thorough and conclusive, leaving no room to doubt that the contractor, Charles H. Hyde, esq., had failed to fulfill the stipulations contained in the said first branch of the contract, as will appear from the perusal of the report.

On the same date (26th ultimo) the supervisor addressed the following note to the contractor, viz:

“SOUTHWEST PASS, *September 26, 1859.*

“SIR: Having failed to notify me within six months from the date of your contract, that the work of opening a channel across the bar at this pass is ‘finished,’ according to the stipulations of said contract, I have to inform you that the ‘six months’ expired on the 24th instant, and that a straight channel, three hundred feet wide and eighteen feet deep, at ordinary low water, across the bar, from the deep navigable waters of the Mississippi to the deep navigable waters of

the Gulf of Mexico, as required to be made by the stipulations of said contract, *does not exist.*

“CHARLES A. FULLER,
“ *U. S. Supervisor of Passes, mouth Mississippi.*
“ Mr. CHARLES H. HYDE,
“ *Contractor, New Orleans, La.*”

In connexion with his other duties, the supervisor has continued the observations for determining the level of ordinary low water at the passes near the Gulf, during a period of four lunations. The results obtained differ slightly from those previously had from observations for the same purpose during a period of six lunations. Those in the latter case gave eight and a half inches above extreme low tide as the level of ordinary low water, while those in the former case gave ten and a half inches for the levels. The difference of two inches in the same level, may be owing in some measure to the difference in the duration of the two periods of observation, one being six and the other being four lunations only.

Respectfully, your obedient servant,

S. H. LONG,
Lieut. Col. Top'l Engineers.

Ccl. J. J. ABERT,
Chief Top. Engineers, Washington, D. C.

Description of the scraping apparatus adopted and used by the contractor, under the new contract, together with a series of sketches, showing the positions and dimensions of its parts, and the manner of its connexion with the steamer P. F. Kimball.

EXPLANATIONS OF THE SKETCHES.

Fig. 1. A front view of the scraper beam, with its scrapers attached.

Fig. 2. A transverse section of the scraper beam passing from the top of the beam downward to the bottom of one of the scrapers.

Fig. 3. A vertical section of the steamer from its bow to midships, showing the relative position of the scraper when elevated above water, and the manner of connecting its parts and appendages with the steamer.

Fig. 4. A partial sketch or plan of the steamer's deck, showing the relations and connexions of the several parts of the scraping apparatus with sundry parts of the steamer.

In the following explanations, the letters used to designate the parts referred to, apply indiscriminately to all the figures, and are as follows:

A A. The scraper beam of oak timber, transversely, twelve by twenty-four inches, twenty-four feet and one inch in length.

B B. Scrapers of boiler iron, attached and securely fastened to the lower side of the beam; each scraper with its cutter or blade is four feet two inches long, about four and half feet wide, and eighteen inches deep. The scrapers are fastened to each other, and to the beam by means of straps, bolts, rivets, and plates of iron.

C C. Side cheeks of timber, eight by sixteen inches, and sixty-eight feet long. These parts are strongly connected to the beam by means of knees, bolts, &c., at their fore ends, and to the sides of the boat's hull at midships by means of oscillatory joints or hinges of iron at their aft ends.

D D. Timber braces, six by twelve inches, and thirty-six feet long, attached to the beam and extending aft to about midway of the cheek timbers, to which they are firmly attached, and serving as stiffeners to the frame work of the scraping apparatus.

d d. The hoisting chain passing over two trucks or pulleys in the bowsprit, and one attached to the scraper beam, about midway of its length. This chain is paid out or taken in at pleasure by the steamer's capstan, and in this way the scrapers are lowered or hoisted as occasion may require.

b b and c c. Stay chains used in regulating the lateral movements of the scrapers, &c.

d d. Preventer chains or stays, supposed to serve as checks to the lateral movements of the scraper.

E E. The bowsprit of the steamer.

F F. The keel of the steamer.

G G. The steamer's capstan worked by nigger engine.

H H. Centre line of deck, fore and aft.

I I. Gunwale of the steamer.

K K. Outer line of the steamer's guard.

N. B.—The scale of projection for all the figures on plate I is six feet to one inch.

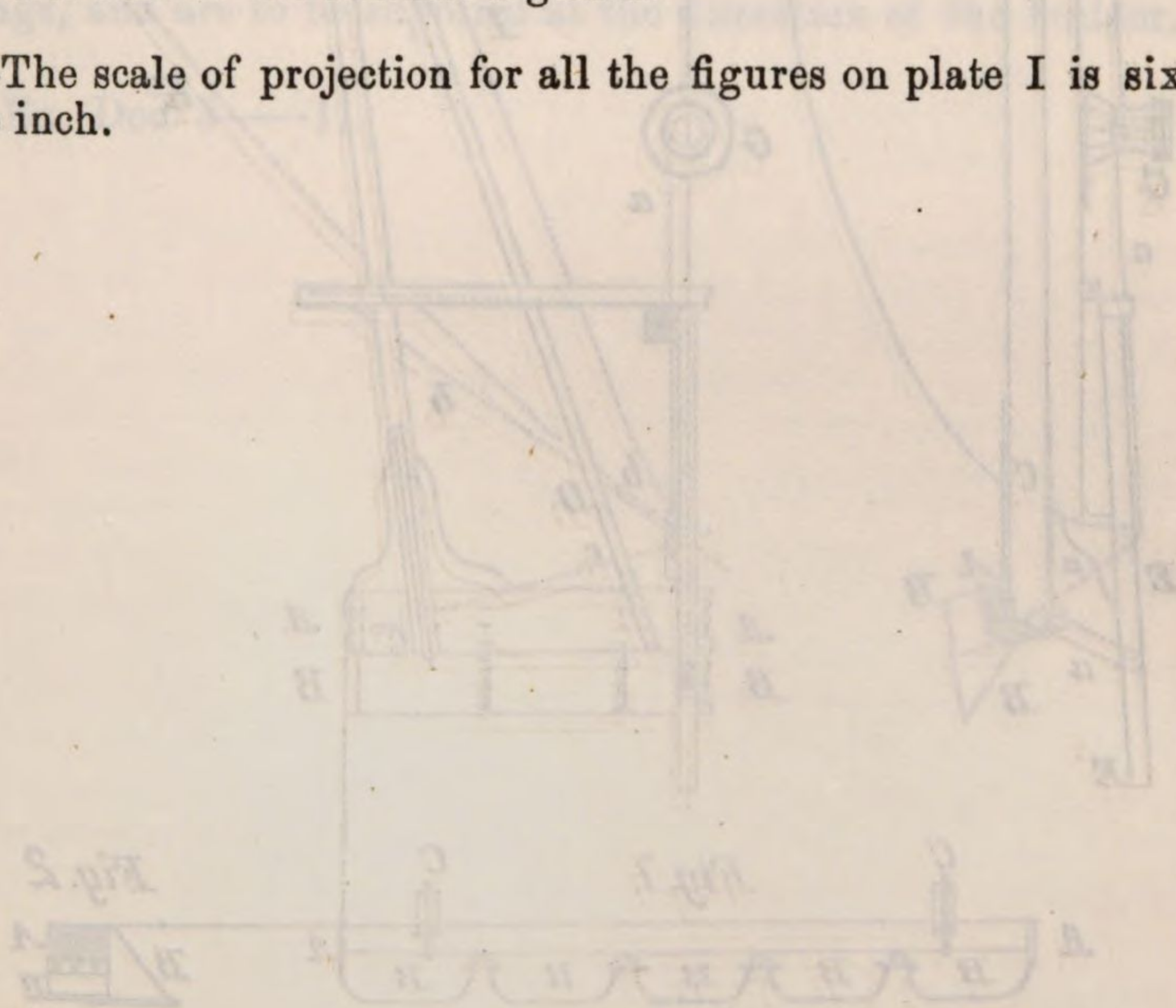
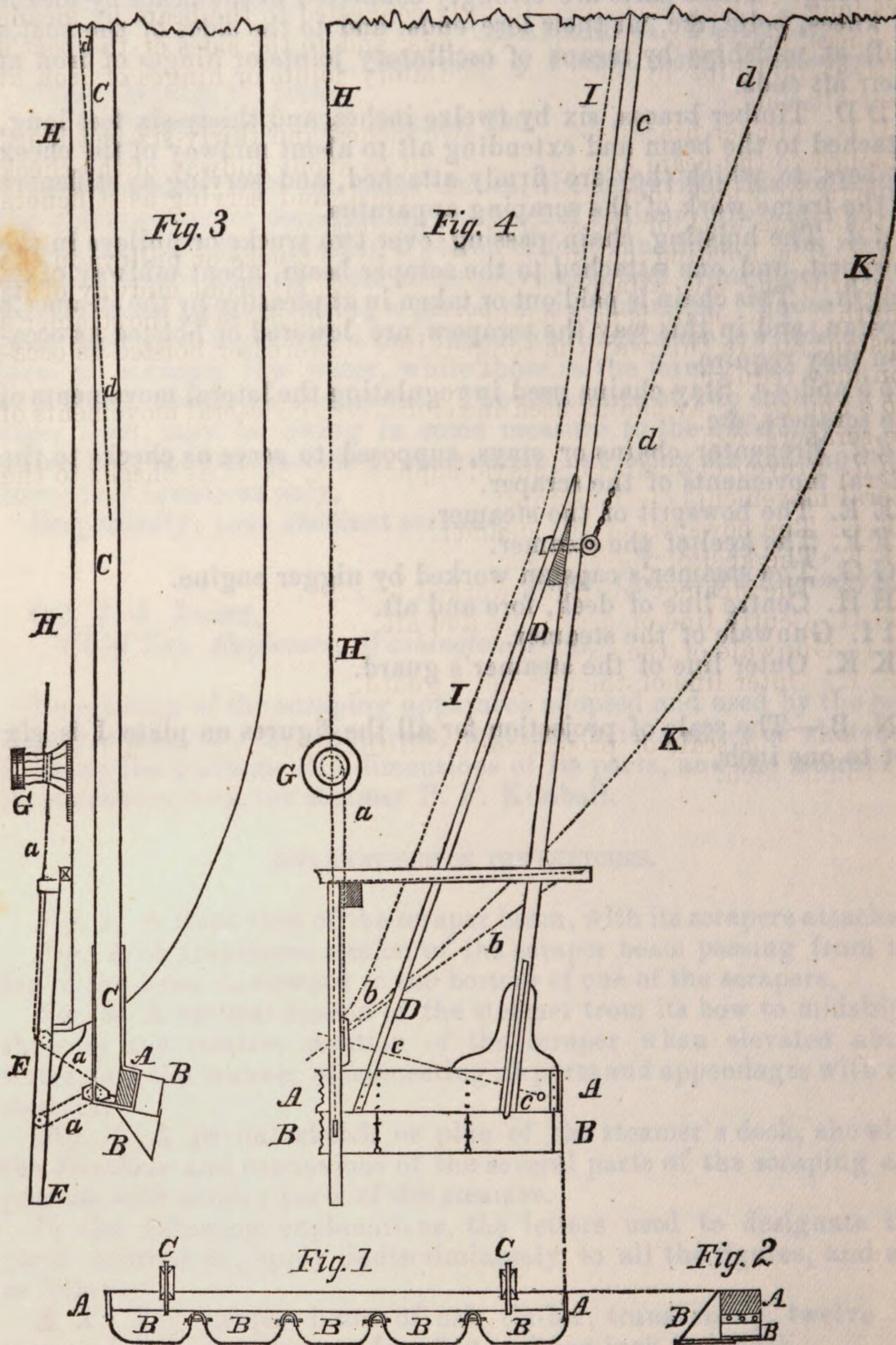


Plate 1



Description of the scraping apparatus proposed for use by the undersigned, in opening and keeping open the channels of the passes leading across the tidal bars of the Mississippi; said apparatus having been previously suggested in his report, dated February 25, 1859.

Explanation of the sketches on plate No. II.

Fig. 1. A front or broadside view of the scraper frame with its scrapers, &c., attached.

Fig. 2. An edgewise view of the same frame, showing the position of the steamer's bowsprit, &c., in its connexion with the frame.

N. B.—The preceding figures 1, and 2, are projected on a scale of four feet to one inch. The following figures, 3, 4, and 5, are projected on a scale of double the former, viz: two feet to one inch.

Fig. 3. A front view of the scraper beam, with the scrapers and the plate to which they are rivetted attached to its underside.

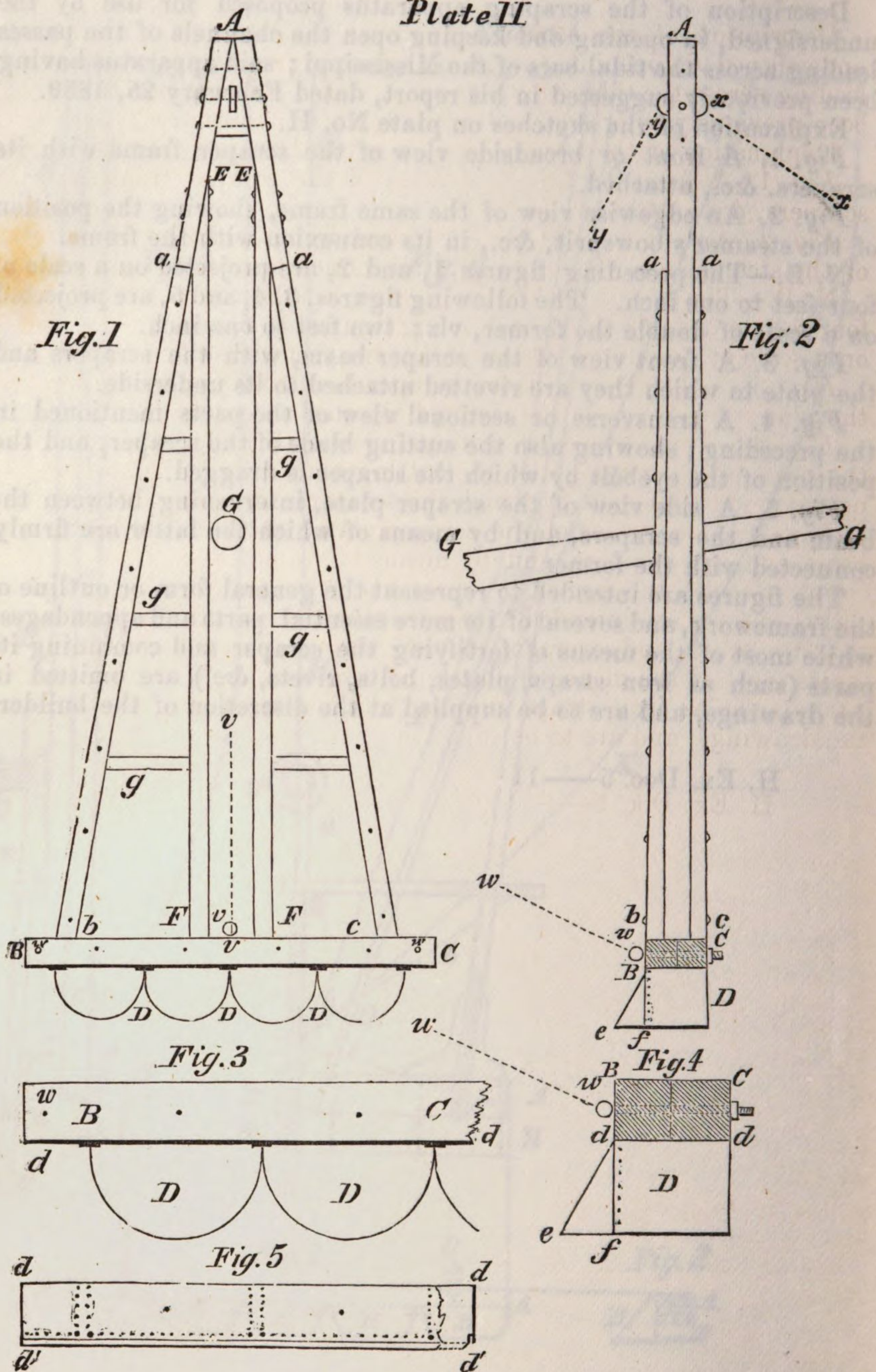
Fig. 4. A transverse or sectional view of the parts mentioned in the preceding; showing also the cutting blade of the scraper, and the position of the eyebolt by which the scraper is dragged.

Fig. 5. A side view of the scraper plate, intervening between the beam and the scrapers, and by means of which the latter are firmly connected with the former.

The figures are intended to represent the general form or outline of the framework, and several of its more essential parts and appendages; while most of the means of fortifying the scraper and combining its parts (such as iron straps, plates, bolts, rivets, &c.) are omitted in the drawings, and are to be supplied at the discretion of the builder.

H. Ex. Doc. 5—11

Plate II



In reference to the sketches, the letters used refer indiscriminately to all the figures, and are as follows, viz:

REFERENCES AND EXPLANATION.

A B C. Front view of the scraper frame with its scrapers and cutters or blades attached; A the top, and B C the base of the frame; its height being about thirty-six feet.

A B and A C. The side timbers of the frame, each eight by twelve inches. These timbers are strongly combined at the top, and secured in like manner to the beam B C, at their base, by means of iron bolts, bands, straps, &c.

B C. The scraper beam or main transom, which may be formed of a single timber twelve by twenty four inches, or two pieces, each one foot square, strongly bolted or otherwise banded together.

D D. Semicircular scrapers of boiler-iron, bent to a curve on a radius of about eighteen inches. The scrapers are fastened to the lower side of the beam by means of a large plate or sheet of boiler-iron rivetted to the scrapers, and fastend to the beam by iron bolts, straps, &c.

E F. Guide timbers, six by twelve inches, serving as guides to regulate the downward and upward movements of the frame, by means of the bowsprit of the steamer, over and by which the frame plies when in action.

G G. The position of the bowsprit of the steamer with respect to the frame when ready for action.

g g. Struts or ties, four by six inches, serving to connect the guide timbers to the sides of the frame, and to tortify and strengthen the latter.

a b and a c. Stiffeners, six by twelve inches at the lower and three by twelve inches at the upper end. These pieces are applied for the purpose of increasing the inflexibility of the sides of the frame and of facilitating a substantial connexion with the beam.

d d. The plate of boiler-iron to which the scrapers are rivetted by means of their flanges, and an angle-iron at the exterior side of each outward scraper.

d e f. The cutter or blade of each scraper attached to the body of the latter by means of rivets.

d' d'. Cutter or blade, in the form of an angle-iron, attached to the plate d d by means of rivets. The object of this blade (a section of which, d' d', is shown in connexion with the plate d d) is to prevent too large a quantity of stiff mud from being forced into the scraper, and its easy discharge on its back side.

v v. Position of the chain or warp for lowering and hoisting the frame.

w w. Position of the drag chains, sixty to seventy feet long, of round iron, at least one inch in diameter.

x x. Position of the halliard warps or chains for drawing forward or staying, at pleasure, the top of the frame.

y y. Position of the halliard or —, for drawing aft or staying the head of the frame as occasion may require.

Various other articles of rigging and tackle will also be required for working and manœuvering the frame, drag chains, &c., too obvious and common to need specification at this time.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, October 20, 1859.

SIR: Your letters of the 14th and 15th instant, with the documents therein referred to, have been received.

Copies of your letter of the 15th, and the report of C. A. Fuller, esq., of the 7th instant, have been submitted to the War Department with a report, of which the enclosed is a copy.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Lieut. Col. S. H. LONG,

Corps Topographical Engineers, Alton, Ill.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, October 20, 1859.

SIR: Information has been received from Lieutenant Colonel Long, engineer in charge of the operations at the Southwest Pass, of the final cessation on the part of the contractor to prosecute the work. A copy of the report and that of the supervisor is enclosed.

Although the law making the appropriation has placed its restraint upon the expenditure of the appropriation, except by contract, yet expediency would seem to prompt the adoption of other measures.

The department has moreover complied with the terms of the law by entering into two separate contracts at different times, and with different individuals, both of which have resulted in failure.

The first with Craig & Rightor, who opened the channels and kept them open for three months and over, when they abandoned the work.

The second with Mr. Hyde, who has even failed to open the channel of the Southwest Pass. Under these circumstances it would seem competent for the department to resort to day's labor to carry out the intentions of the law to open the channel, which is demanded by the exigencies of the commerce of the entire Mississippi valley.

If approved by the department, the bureau would suggest that the engineer in charge be authorized to open a channel of 18 feet in depth, irrespective of width, so as to interrupt the navigation the least period of time possible. To accomplish the result it is also suggested that the engineer be authorized to hire by the month such vessels and other appliances as may in his discretion be necessary, limited by the balance of the appropriation unexpended.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,

Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, October 24, 1859.

SIR: The War Department having declined to sanction the suggestion of the bureau to execute the work of improvement by day's labor, for the reason that the act of Congress requires its execution by contract, I have the honor to recommend that proposals for a new contract be solicited, based on the following conditions:

The contractor to procure and furnish at his expense—

1st. A suitable boat properly equipped in all respects to carry on the work.

2d. All fuel, tackle, tools, &c., proper to be used in the prosecution of the work.

3d. All the hands, including captain, mate, three steam-engineers, one steersman, one carpenter, one smith, one striker, four firemen, eight deck hands and boatmen, one cook, one steward, one washer-woman, and one cabin boy, in all 25 persons, any of whom shall be liable to be discharged and substitutes employed at the instance of the engineer in charge or the supervisor.

4th. All the provision and other articles of subsistence for all employed on the work.

The contractor shall propose the price per calendar month for which he will furnish all the items above mentioned, and keep them employed on the work with the understanding: 1st, that he shall keep the work in progress every day of the month, Sundays excepted; and 2d, that the daily duration of work in the channel of the pass shall be equivalent to ten hours per day.

The contract price for each month shall be paid monthly on or after the end of each month.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps of Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

Indorsement.

Approved:

J. B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *October 25, 1859.*

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, October 26, 1859.

SIR: I transmit herewith for your information and government the report of this bureau on the conditions upon which proposals for a contract for opening the Southwest Pass should be based, with the approval of the Secretary of War indorsed thereupon.

To carry out the spirit of the report it would be well to advertise at once for proposals.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Lieut. Col. S. H. LONG,

Corps Topographical Engineers, Alton, Illinois.

UNITED STATES TOPOGRAPHICAL OFFICE,

Alton, Illinois, October 31, 1859.

SIR: I have the honor to be in receipt of your communications of the 26th, in reference to the duties relating to the improvement of the channel at the Southwest Pass.

An order for the journey to New Orleans is omitted in the instructions given in the case. Such an order is respectfully solicited.

In the absence of directions setting forth the date to which proposals will be received at the quartermaster's office at New Orleans, I have ventured to insert the 15th proximo as the proper date. Please signify your approval of this arrangement and forward the order in question by return of mail.

Respectfully, your obedient servant,

S. H. LONG,

Lieut. Col. Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engin'rs, Washington, D. C.

UNITED STATES TOPOGRAPHICAL OFFICE,

Alton, Illinois, November 1, 1859.

SIR: I have the honor to enclose herewith the copy of a telegraphic notice inviting proposals for *opening and keeping open* the channel of the Southwest Pass.

Should this instrument fail to meet your approbation, please apprise me accordingly by return of mail or by telegram, that any desired corrections may be seasonably made.

Respectfully, your obedient servant,

S. H. LONG,

Lieut. Col. Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

P. S.—I purpose to start to New Orleans on Monday the 7th instant.

Sealed proposals preliminary to a contract for opening and keeping open the channel of the Southwest Pass, addressed to the undersigned at the quartermaster's office in New Orleans, will be received at said office till the 15th instant.

Said proposals will set forth the compensation per calendar month

for procuring and keeping employed in said channel, under the direction of the supervisor, C. A. Fuller, all the means and appliances including a powerful steamer or towboat, with dredging apparatus attached, and all other equipments, machinery, and fixtures of all sorts, together with the requisite fuel, provisions, and all other items of outfit and subsistence adapted in all respects to the vigorous prosecution of the work, including also a working force consisting of one captain, one mate, one steersman, three steam-engineers, one smith, one striker, one carpenter, four firemen, eight deck hands, one cook, one steward, one cabin boy, and one washerwoman, in all twenty-five persons; the whole to be procured and kept employed on the work at the expense of the contractor, and subject in all respects to the inspection, approval, and acceptance or rejection of said supervisor, who must be furnished with comfortable accommodations on board of said steamer, and who will direct and supervise all operations for the improvement of said channel.

The channel work must be prosecuted daily, Sundays excepted, during ten hours per day, or two hundred and sixty hours in each calendar month.

The stipulated compensation will be paid within twelve days after the end of the month on the certificate of the supervisor that the work has been prosecuted agreeably to contract stipulations.

Each proposer is expected to designate the date at which he or they will be ready to commence the work of improvement in the channel.

The proposals must be accompanied by testimonials setting forth the character and ability of the proposers.

S. H. LONG,
Lieut. Col. Topographical Engineers.

ALTON, November 1, 1859.

C. A. FULLER, Esq.,

(Care of Alexander Norton & Co.,)

New Orleans, Louisiana.

The supervisor will pay for this despatch, and have the same published in the Picayune and Delta daily till the fifteenth instant.

S. H. L.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, November 4, 1859.

SIR: Your letter of 31st ultimo has been received.

You will proceed to New Orleans for the purpose of carrying out the instructions communicated with my letter of the 26th ultimo, relative to the improvement of the channel at the Southwest Pass.

Your views in regard to the date to which proposals will be received are approved.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Lieut. Col. S. H. LONG,

Corps Topographical Engineers, Alton, Illinois.

QUARTERMASTER'S OFFICE,
New Orleans, November 19, 1859.

SIR: I have the honor to report my proceedings in reference to the concluding of a new contract for the opening and keeping open a channel across the tidal bar at and near the Southwest Pass of the Mississippi.

The advertisement soliciting proposals was published daily in the Picayune and Delta newspapers, of the city of New Orleans, from November 1 to November 15, inclusive, a printed copy of which is subjoined to the contract herewith forwarded to the Topographical bureau.

The proposals elicited by the advertisement were received, opened, and examined, in due time, and were respectively of the import shown in the following list or schedule, to wit:

No.	Names of proposers.	Terms of proposals.	Sponsors.
1	John Keelty, secretary of the Towboat Association.	\$6,000 per month for towboats McDaniel, Mary Kingsland, or Anglo Norman, or other towboat of equal power and capacity. Will commence operations in ten days if allowed to use the dredging apparatus belonging to the company, or in thirty days if required to prepare new dredging apparatus.	None.
2	John Keelty, secretary Towboat Association.	\$5,000 per month for a boat of less power than either of the above boats, with similar dredging apparatus, and to begin the work as in the preceding proposal.	None.
3	John Keelty, secretary of Towboat Association.	\$4,500 per month for towboat Mobile or Music, with new dredging apparatus, or machinery similar to that now used on the steamer Kimball; to begin work in thirty days from date of contract.	None.
4	Myron P. Wheeler.	\$4,500 per month to furnish hands and perform the work as per advertisement, and to begin the same in thirty days from date of contract.	None.
5	George Kimball.	\$4,800 per month to furnish a steamer as per advertisement, and commence work in thirty days from date of contract.	None.
6	Thos. McLellan, manager of the Crescent Towboat Company.	\$4,440 per month to furnish a steamer of sufficient power, together with the requisite dredging apparatus; also to furnish hands and all other supplies in accordance with the terms of the advertisement, and to begin the work in thirty days from the date of the contract.	Chamber of Commerce and Towboat Association.
7	Hyde & Mackie.	\$4,500 per month to furnish steamer with dredge scrapers and all necessary appliances, including full crew, &c., as per advertisement, and to commence work on the 1st of December.	None.

In canvassing the merits of the proposals, I availed myself of the counsel and co-operation of the supervisor, C. A. Fuller, esq., who concurred with me in the opinion that the proposal of Thomas Mc-

Lellan, manager of the Crescent Towboat Company, marked No. 6 in the foregoing list, was fairly entitled to preference in comparison with all others borne on the list.

Accordingly, on the 18th instant, I notified Mr. McLellan that the terms of his proposals were acceptable, and that I was ready to conclude a contract based thereon as soon as he might find it convenient to call at this office for that purpose.

The contract having been previously prepared and got in readiness for signature, Mr. McLellan called at the office on the day following, viz: November 19, 1859, and the contract was promptly signed, sealed, and delivered, in quadruplicates, in presence of highly respectable witnesses.

Two of the quadruplicate contracts are herewith transmitted to the Topographical bureau for the use and information of the War Department, with the request that the action of the Hon. Secretary of War, whether in approbation or rejection of the terms of the contract, may be communicated to me at my station in Alton, Illinois.

One of the remaining quadruplicates of the contract was delivered to the new contractor, and the other was put into the hands of the supervisor, both of this city.

Very respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Col. J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,

Washington, November 28, 1859.

SIR: Your letter of the 19th instant reporting proceedings in relation to the concluding a new contract for opening, &c., a channel across the bar at the Southwest Pass of the Mississippi river, and the enclosed contract in duplicate, have been received.

The contract has been approved by the Hon. Secretary of War, and is indorsed as follows:

BUREAU TOPOGRAPHICAL ENGINEERS,

November 26, 1859.

Examined and respectfully recommended to be approved.

J. J. ABERT,

Col. Corps Top. Engineers.

WAR DEPARTMENT,

November 26, 1859.

Approved.

J. B. FLOYD,

Secretary of War.

Respectfully, sir, your obedient servant,

J. J. ABERT.

Col. Corps Top. Engineers.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, December 8, 1859.

SIR: Your letter of 3d instant has been received.

Your suggestions in regard to the mode of payment under the contract with Thomas McLellan, esq., are approved.

A requisition has been made in your favor for five thousand dollars, to be placed to your credit with the assistant treasurer at New Orleans as desired.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Col. Corps Top. Engineers.

Lieut. Col. S. H. LONG
Corps Top. Eng'rs, Alton, Illinois.

This agreement, made and entered into this nineteenth day of November, in the year of our Lord one thousand eight hundred and fifty-nine, (November, 1859,) by and between Lieutenant Colonel Stephen H. Long, corps topographical engineers, as agent for the United States, the party of the first part, and Thomas McClellan, of the city of New Orleans, in the State of Louisiana, manager of the Crescent Towboat Company, as the party of the second part, *witnesseth*:

ARTICLE 1. That for and in consideration of the monthly payments hereinafter specified, the aforesaid party of the second part hereby stipulates and agrees to procure and furnish, at his own expense, all the means and appliances, including fuel, labor, and all other things deemed proper and needful to the prosecution of the work of *opening and keeping open* the channel of the Southwest Pass of the Mississippi, to the depth of eighteen feet, entirely across the tidal bars at and near the mouth of said pass, and to the deep water of the Gulf of Mexico; it being understood that said means, appliances, &c., shall embrace all such items of water craft, equipment, outfit, fuel, labor, provisions, and supplies of all sorts, as are contemplated and called for by an advertisement, dated on the 1st of November, 1859, and inviting sealed proposals for the performance of said work, a printed copy of which advertisement is hereto subjoined, and is to be regarded as part and parcel of this agreement.

ART. 2. Said party of the second part moreover stipulates and agrees to conform to and abide by the orders, directions, and instructions that may be given from time to time by the supervisor, Charles A. Fuller, esq., or such other supervisor as may be duly appointed and authorized to serve in his stead, in procuring and applying said means, &c., and in prosecuting said work; it being expressly understood that all such renewals, repairs, additions, modifications, and other alterations, as may be required by the said supervisor, for the purpose of amending or improving said means and appliances, shall be made by, and at the expense of, the said party of the second part.

ART. 3. Said party of the second part further agrees to commence the work of *opening and keeping open* the said channel on or before

the nineteenth day of December next, and to operate at such points and places as may be pointed out or designated by said supervisor; it being understood that the means, appliances, &c., hereinbefore specified shall have been previously procured and got in readiness for operations.

ART. 4. The party of the first part, as agent for the United States, hereby stipulates and agrees, well and truly, to pay or cause to be paid to the said party of the second part, on the certificate of the supervisor that all things stipulated to be procured or done, agreeably to the preceding articles of this agreement, have actually and faithfully been procured and done, within twelve days from and after the expiration of each calendar month, or from and after the expiration of each working period of two hundred and sixty hours in each month, four thousand four hundred and forty dollars, in full payment and compensation for all things done and furnished by said party of the second part within said calendar month, or period of 260 hours of actual service in the channel of the Southwest Pass, and such other service as the supervisor may authorize and direct.

ART. 5. It is moreover expressly and particularly understood that the contract is to be regarded as subject in all respects and details to the approval or rejection of the honorable Secretary of War, and may be continued in force during the pleasure of the said Secretary, or so long as the unexpended balance of the appropriation made by Congress for the "removal of obstructions from the mouth of the Mississippi" may subserve this purpose.

In witness whereof, we have hereunto set our hands and affixed our seals this nineteenth day of November, 1859.

S. H. LONG, [L. s.]

Lieutenant Colonel Topographical Engineers.

THOS McCLELLAN, [L. s.]

Manager Crescent Towboat Company.

In presence of—

C. L. KILBURN, *Captain U. S. Army.*

N. B. BAKER.

Indorsements on the above contract.

" BUREAU TOPOGRAPHICAL ENGINEERS,
November 26, 1859.

" Examined and respectfully recommended to be approved.

" J. J. ABERT,

" *Colonel Corps Topographical Engineers.*

" WAR DEPARTMENT, November 26, 1859.

" Approved:

" J. B. FLOYD, *Secretary of War.*"

UNITED STATES TOPOGRAPHICAL OFFICE.

Alton, Illinois, December 3, 1859.

SIR: I have the honor to be in receipt of your letter of the 28th ultimo, in which I am apprised of the favorable decision of the honorable Secretary of War in reference to the terms of the contract concluded on the 19th ultimo by and between the undersigned and Thomas McLellan, esq., for the improvement of the channel of the Southwest Pass, and I now take leave to suggest a mode of payments under that contract, and to submit the same for the approval or other action of the Topographical bureau. The suggestions are as follows, viz:

1st. That I present monthly estimates to the bureau covering unexpended balance from the preceding month, and including the monthly payments to the contractor in terms of the contract, and also the monthly payments that will become due to the supervisor on account of his personal services, and for all other incidental expenses.

2. That a requisition of funds, predicated on each monthly estimate, be made to the bureau, and that the amount required agreeably to said estimate be placed to my credit in the assistant treasury at New Orleans; and

3d. That quarterly accounts, covering all expenditures incurred on all accounts relating to the improvement of the passes, be rendered by the undersigned as usual within 20 days from and after the expiration of each quarter.

In accordance with the foregoing suggestions, I take leave to present the following estimate and requisition in order to meet the exigencies likely to occur under the new contract for the improvement of the Southwest Pass. The estimate and requisition are as follows:

Services of supervisor for the current month of December..	\$186 00
Contingencies for the same month, including journey of self from Alton to New Orleans and return, not previously estimated	505 27
Payment for new contract due on or about the 20th of January next	4,440 00
Amount of estimate	5,131 27
Deduct unexpended balance on hand December 1, 1859 ...	131 27
Amount required	5,000 00

On the approval of the showing, as above, please cause the amount to be placed to my credit in the United States assistant treasury at New Orleans, viz: (\$5,000.)

Respectfully, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, February 9, 1860.

SIR: Agreeably to letters recently received from C. A. Fuller, esq., supervisor under the new contract for *opening and keeping open* the channel of the Southwest Pass, he has deemed it expedient to exchange the steam towboat Mobile, which was worked by two engines, for the towboat Panther, worked by a single engine; the latter being a much more powerful boat than the former, while the force required to work it, in his opinion, is less by two engineers and four deck hands than was required to work the Mobile.

The capacity for generating steam in the Panther, and, of course, the requisite fuel for this purpose, are far greater in the Panther than in the Mobile, and the supervisor is decidedly of the opinion that a reduction of the force to the extent above mentioned ought to be regarded as a fair and adequate offset against the greater power and efficiency of the Panther.

Accordingly, I take leave to suggest that the supervisor be allowed to reduce the force on the Panther to the extent above mentioned, provided such a reduction does not in any respect interfere with or retard the progress of the work or prevent the daily examinations and soundings that ought to precede the operations of the boat, so long as the Panther may be continued in the public service.

The Panther was substituted in place of the Mobile on the 1st instant, and on trial found far more efficient and manageable than its predecessor, the Mobile, which had been successfully employed on the work during almost the entire month of January last. As an example of the efficiency of the latter, the supervisor reports that a formidable mud lump at the bar was reduced *five feet* below its summit by six drags of the scraper.

Respectfully submitted.

S. H. LONG,
Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,
Chief Topographical Engineers, Washington, D. C.

Indorsement.

“DEPARTMENT OF WAR, *March 15, 1860.*

“The recommendation of the colonel of topographical engineers is approved.

“W. R. DRINKARD,
“*Acting Secretary of War.*”

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 19, 1860.

SIR: Your letter of the 9th ultimo, stating that the supervisor of the work of opening and keeping open the Southwest Pass at the mouth of the Mississippi river had deemed it proper to exchange the

boat heretofore operating for one of greater power, and making suggestions in reference thereto, was duly received and submitted to the War Department, with a recommendation that the course suggested by you be approved.

The letter has this day been returned with the approval of the Acting Secretary of War indorsed thereon.

Respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topographical Engineers.

Lieut. Colonel S. H. LONG,

Corps Topographical Engineers, Alton, Illinois.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, April 6, 1860.

SIR: I have the honor to submit herewith a report of the proceedings had in reference to the improvement of the channel of the Southwest Pass within the first quarter of the current year.

I also take leave to submit herewith my estimate and requisition for funds required to defray the expenditures likely to be incurred on account of the "removal of obstructions from the mouth of the Mississippi," at the end of the fourth working month or early in May next, which are as follows, viz:

Fourth contract payment.....	\$4,440 00
Services of supervisor.....	180 00
Contingencies, including surveys, soundings, &c.....	815 03
	5,435 03
Deduct unexpended balance on hand.....	435 03
Amount required.....	5,000 00

On the approval of the showing as above, please cause this amount (viz: \$5,000) to be placed to my credit in the assistant treasury at New Orleans on account of "removal of obstructions from mouth of Mississippi."

Respectfully, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, April 6, 1860.

SIR: I have the honor to report briefly upon the progress of the work for *opening and keeping open* the channel across the tidal bar at the outlet of the Southwest Pass, under the new contract during the last preceding quarter, viz: the first quarter of 1860.

Agreeably to the contract, the preparations for the work were to have been made ready and the work in the pass commenced on the 20th of December, 1859, but in consequence of unexpected and unavoidable delays in preparing the outfit of the requisite craft, machinery, &c., the operations on the bar could not be commenced till the first of January following.

On the date last mentioned, the steamer *Mobile*, formerly employed as a towboat in the trade between New Orleans and the Gulf, proceeded to the Southwest Pass with the dredging apparatus and other articles of equipment and outfit, and with the entire force of officers and men, as required by the contract, and arrived there on the same day.

On the day following, January 2, operations were commenced in the channel across the bar, which extends from the can buoy to the margin of the Gulf, and embraces a distance of about one and a half mile. On this day the steamer made four distinct drags downward, each through the entire distance just mentioned, with Long's scraper, a new machine designed for the work and never before properly used or tested. The scraper and its appendages, as also their arrangements and the connexions of their parts being new and untried, occasional fractures and derangement of parts had been anticipated. Accordingly sundry slight readjustments were required on the first day's trial of the apparatus, and were made without much delay.

January 3 to 15.—The work in the channel was prosecuted daily, though much interrupted by fractures of the drag chains and their connexions with the scraper. The progress of the work was much retarded by sundry other hindrances, such as foggy weather, strong winds, storms, vessels aground in the channel with towboats tugging at them, &c., to which must be added several derangements and readjustments of the dredging apparatus, &c. During most of the time the dredging machinery appears to have worked well and given satisfaction to the supervisor.

The number of drags made in the time last mentioned is not stated by the supervisor, but appears to have been numerous and of an extent varying from a quarter to a half a mile each.

Agreeably to the representations of the supervisor, the *Mobile* proved objectionable in two important respects, viz: first, her boilers were old and so weak that they could not sustain with safety a working pressure of more than ninety pounds to the square inch; and second, that her bowsprit was set so low that it would not admit the scrapers to be raised above the surface of the water beneath it. For these and other less weighty reasons the supervisor deemed it prudent and proper to procure a more safe, powerful, and commodious boat instead of the *Mobile*, and prevailed upon the contractor to substitute the *Panther*,

belonging to the Towboat Company, as better adapted in all respects to the purposes of dredging than the Mobile.

January 16 to 31.—During this time the Mobile ascended the river to New Orleans; her officers, crew, dredging machinery, tackle, &c., were transferred to the Panther, and the dredging apparatus received such alterations, repairs and renewals, &c., as were deemed necessary and proper for further operations in the Southwest Pass. On the date last mentioned the Panther descended to the Southwest Pass in readiness to commence the work of dredging.

February 1.—The Panther commenced work in the channel to-day, and made fifteen successful drags, varying in length from a few rods to a mile.

February 2.—The work was commenced in like manner to day. Eighteen drags were made, when, by unavoidable accident, one of the guide timbers of the scraper was broken. The rest of the day and most of the day following were spent in repairing the scraper; and on the 3d February the first working month of 26 working days terminated, agreeably to the terms of the contract, at about noon, and payment was made accordingly in due time.

The operations for improving the channel during the first month have been too much interrupted to admit of any definite or decisive results in proof of the general amelioration of the channel, yet many cases have occurred that show conclusively that the process of dredging that has been adopted for operation upon the bottom of the channel, and upon the mud lumps that more or less frequently rise therein, has proved efficacious in removing the indurated mud to depths of one to five feet, thus materially improving the channel at sundry places.

It was confidently expected that the skill derived from the use and management of the boat and dredging machinery during the first month would have contributed to more satisfactory results to be obtained during the second month and there is very little doubt that this expectation would have been realized but for the damages and hindrances occasioned to the dredging apparatus by unexpected wrecks and other obstructions found imbedded in the indurated bottom of the channel.

The progress of the work and the difficulties encountered in its prosecution during the second month, beginning on the 3d February and ending on the 8th of March following, are exhibited in the monthly report of the supervisor, a copy of which is as follows, viz:

Report of operations at Southwest Pass, Mississippi river, for working month ending March 8, 1860.

	Hours.
<i>February 3, 1860.</i> —Time to credit of contractor, as per last report.....	7½
<i>February 4, 1860.</i> —Steamer Panther, with scraping apparatus attached and contract force on board, at work from 6 a. m. to 5 p. m., at which time suspended for the day, on account of a ship being on the bar, and so much in the way as to endanger a collision, made 11 days. Time.....	11
<i>February 6, 1860.</i> —At work from 7½ a. m. to 6½ p. m., being detained in the morning by fog. Made 8 drags from below a	

Hours.

ship grounded in the channel, and deepened the water about 2 feet, enabling her to go to sea. These drags required great care and close watching of the eddy currents to prevent collision.

Time..... 11

February 7, 1860.—At work at 6½ a. m., but quit at 10½ on account of high wind and heavy swell. Time..... 4

February 8, 1860.—At work at 6 a. m. Dragged five times; 9 a. m. parted purchase chain and broke cog-wheel of hoisting gear; balance of day employed in raising machine from bottom of river. Time..... 12

February 9, 1860.—All day employed in repairs. Time..... 12

February 10, 1860.—At work at 6 a. m.; 9 a. m. again parted hoisting chain. Worked till 6 p. m. in receiving new chain, making and attaching fly-wheel, break, &c. Time..... 12

February 11, 1860.—Worked from 6 a. m. to 6 p. m. making and applying whelps to small engine shaft as a substitute till new cog-wheel arrives. Time..... 12

February 12, 1860.—Sunday. Cog-wheel received and attached. Time..... 2

February 13, 1860.—Engineers and mate discharged for misconduct; no work done in consequence. Shipped another mate and telegraphed for engineers. Time..... 0

February 14, 1860.—At work all day taking off chocks from bowsprit, renewing oak sheathing, replacing chocks, shifting leading sheave, &c., &c. All contract force employed, except 1st, 2d, and 3d engineers. Time..... 12

February 15 and 17, 1860.—No work done for want of engineers. All contract force on board, except 1st, 2d, and 3d engineers. Time..... 0

February 18, 1860.—Engineers having arrived, resumed operations on the bar at 6 a. m., and dragged very successfully and satisfactorily, except that we were impeded in our work by a ship aground in the shoalest part of the channel, with two tow-boats at work upon her. Finding that it was requisite that the ship should be got out of our way, if possible, and knowing that with one scraper we could deepen the water under her bow as to effect our purpose, I directed Captain Hinton to make the attempt. One drag was made. On running up to drop scraper a second time we got foul of the ship, breaking off our bowsprit close to the night-heads, and knocking scraper frame to pieces, leaving scraper beam and scrapers on the bottom. Commenced efforts to raise wreck; quit at 6 p. m. Time..... 12½

February 19, 1860.—Sunday. All hands at work at 6 a. m., cutting away wreck, &c. Saved only scraper beam and buckets attached. Quit work at dark. Time..... 12½

February 20, 1860.—At 4 a. m. the Panther left for the city, to have new bowsprit made and attached to the boat, new scraper frame made, and damages repaired, New Orleans being

the nearest place at which the repairs and renewals could be made. Arrived at 7½ p. m.

February 21 to 29, 1860.—The work of renewals and repairs carried on as vigorously as practicable. New scraper frame made; new bowsprit made and attached to boat; new shaft and windlasses for hoisting engine; new purchase blocks of a larger size for hoisting engine; and numerous other renewals and additions, which being made and provided at the expense of the contractor, and being also the result of unavoidable accident, I have therefore allowed the time actually employed, and during which the whole contract force was employed.

Time 59¾

March 1, 1860.—Arrived at Southwest Pass at 11 a. m., and found channel blocked by two ships aground, and five steam-boats working at them. After attaching and regulating drag chains, and hoisting and lowering machine, there being no room to work to advantage on the shoal part of the bar, spent the balance of the day in making thorough soundings, by port and starboard leads, from the Panther. Found the channel very lumpy, and with less water than there has been this season—say 14 feet at mean low water. Quit work at 6½ p. m.

Time 7½

March 2, 1860.—At work at 6 a. m. On hoisting scraper the first time, the hook of purchase block, made of 2½-inch iron, broke, letting everything go by the run. Rigged temporary purchase, and hoisted machine high enough to get at the block.

Engineer and blacksmiths commenced repairs. Time 10

March 3, 1860.—All day making shackles and guides for blocks, (to replace hooks,) and re-rigging hoisting gear. Time 10

March 4, 1860.—Sunday. In consideration of the bad condition of the bar, and of the time unavoidably lost the past week, the captain concluded to work to-day. Commenced at 6 a. m. At 9 a. m., whilst making the sixth drag with scraper down to 15 feet, struck some obstruction, bringing up suddenly, breaking port drag chain, (1¼-inch iron,) and shattering starboard guide timber for 10 feet; started top wedge between cheek timbers, and starboard wedge between guide and cheek. Repaired damages temporarily, and at 11 a. m. recommenced dragging. Much interrupted during the day by ship on the bar, with four boats working on her. Made, however, 12 drags over outer lump in 13½ feet water. Bottom very hard. Quit work at 5½ p. m. Time 11½

March 5, 1860.—Heavy fog at daylight. Cleared at 8 a. m. Commenced work, but fog soon closed again; dragged once, but could do nothing to advantage; too many ships and tow-boats on the bar. Anchored and put iron clamps on guide timbers to repair damage of yesterday. Resumed dragging under same disadvantages. On the fourth drag, 5 p. m., struck the same obstacle probably as yesterday, breaking the port drag chain again and badly shattering the top of frame. Got chain on

Hours.

board, made new link, shipped up again, and at 6½ p. m. all ready for work to-morrow. Time..... 10½

March 6, 1860.—At work at 6 a. m. Fog heavy on the bar. Sounded channel; bottom lumpy; water varying from thirteen and a half to seventeen feet on shoalest part. Employed time, while blacksmith and carpenter were engaged in repairing damages to scraper frame, in replacing our buoys that had been carried away. Quit work at 6 p. m. Time..... 12

March 7, 1860.—Foggy morning. Much interrupted to-day by a ship aground, and tow-boats working at her. More or less fog all day; made, however, fourteen drags. Quit on account of fog at 5½ p. m. Time..... 11½

March 8, 1860.—Foggy morning. Commenced at 6 a. m. Made our drags with difficulty, both on account of fog and the danger of collision with the same ship on the bar, and her tow-boats. On the tenth drag struck an obstacle, (probably an anchor, or the old iron harrow lost by a former contractor,) which tore off the scrapers or buckets from the iron plate attaching them to the scraper beam; one bucket only being left, and that one being twisted and torn off, with the exception of a few rivets on one end. After thus losing our bucket, we made twelve more drags with the scraper beam and sheet iron lip attached, and sounding and dragging in search of the "obstacle." The soundings shows a decided improvement in the channel (a narrow one) in which we have worked, there being not less than fifteen and a half feet at mean low tide—a gain of two feet. Quit work at 6½ p. m. Time..... 12½

Total..... 265¾

Second working month..... 260

5¾

Leaving on the 9th of March five and three-quarter hours to credit of contractor at commencement of third month.

During the time allowed as above for the second working month, the whole contract force required has been employed, all of which was competent and efficient. The mate and engineers that were discharged were competent men, but were insubordinate.

The numerous disasters and accidents to the scraping apparatus, &c., that have occurred during the past month, have prevented any marked improvement from being made in the "channel of the Southwest Pass." The work done, however, has demonstrated the efficiency of the scraping apparatus in deepening the channel, where it could be worked continuously for any length of time. The breakages have been the result of unforeseen and unavoidable causes. The plan of operations, viz: that of *scraping* out into deep water the hard blue clay of which the mud lumps are composed, is doubtless the correct one. Simply stirring up, or raking, will not effect it, the current not being strong enough to carry out the heavy material. A harrow

has been used under a former contract, but successfully only when a *scraper* was attached to *drag out* this tenacious blue clay. The apparatus now in use I consider the best adapted to the purpose, provided it can be worked with fewer breakages than we have experienced. That this can be done by making all its parts and appendages sufficiently strong I am satisfied. The contractor has evinced a willingness to thoroughly test this apparatus, and has spared no expense for the purpose. And on our resumption of work, after the construction of the new scrapers required to replace those lost, I am in hopes of reporting more satisfactory progress towards the improvement of the channel.

C. A. FULLER, *Supervisor.*

The foregoing report, comprising a journal of the proceedings, &c., for the working month ending on the 8th of March, 1860, exhibits the nature and magnitude of the difficulties encountered in the prosecution of the work during the month. Great and multiplied as the difficulties have been, they do not probably surpass those that have always been attendant on the various modes of operation heretofore resorted to for the improvement of the channel of the Southwest Pass.

Respectfully submitted.

S. H. LONG,
Lieut. Col. Top. Engineers.

Col. J. J. ABERT,
Chief Top. Engineers, Washington, D. C.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, April 18, 1860.

SIR: Having recently received a report from the supervisor of the Southwest Pass relating to the progress made in the improvement of its channel during the third working month under the new contract, I am glad to inform the Topographical bureau that it has been, especially during the latter half of the month, far greater and more satisfactory than that of the preceding two months.

The very serious accident occasioned by the formidable wreck imbedded in the indurated mud at the bottom of the channel, as noticed in my report of the 6th instant, caused a suspension of active operations in the channel from the 8th to the 17th of March. On this date all needful repairs and renewals having been accomplished, the Panther resumed work in the channel, and continued to operate successfully and with slight interruptions only till the end of the working month, which terminated on the 8th instant.

With the exception of the delay occasioned by the serious accident above mentioned, most of the interruptions that have been incident to the work have been caused by defects and imperfections in the chains and other iron work of the machinery pertaining to the dredging apparatus. To these causes of hindrance must be added also the frequent alternations of foggy and boisterous weather, the obstruction of the channel by vessels aground, and the daily and sometimes hourly

passage of vessels propelled by tow-boats through the channel across the bar in both directions, besides numerous other detentions for coal-ing, procuring supplies of various kinds, &c.

Among the items of information contained in the report of the supervisor are sundry results derived from his examinations and soundings, made for the purpose of ascertaining the nature and extent of the changes produced in the channel by the prosecution of the work under his supervision.

In his last report the supervisor remarks as follows, viz: "It will be perceived that since the return of the Panther, on the 16th ultimo, and particularly since the substitution of *braced* drag chains, that the scraping apparatus has performed well, and that no serious accident has occurred to interrupt or delay the work. From the greater facility with which vessels are now towed both in and out over the bar, as well as from a comparison of the soundings herewith submitted, it appears that a decided improvement has already been effected in the channel. The scraping apparatus, now that it is better understood and managed, performs as well as could be desired."

From two distinct series of double soundings taken by the supervisor, viz: the first taken on the 19th of March, and the second on the 2d of April following, I have compiled the following synopsis, which will exemplify the beneficial results that have been obtained from the mode of dredging adopted under the new contract for the working month ending on the 8th instant. Both of the series commence within the margin of the Gulf at soundings indicating a depth of about 20 feet, and extend upward in the dredged channel about half a mile. The synopsis of the soundings is as follows:

Average of first double series of March 19, 1860, contrasted with that of the second double series of April 2, 1860.

Number of sets of soundings.	1	2	3	4	5	6	7	8	9	10
1st series, March 19 -----	20½	17½	17½	18	18½	19½	17½	17½	15½	15¾
2d series, April 2 -----	20	19½	18½	17½	16¾	17½	16½	16¾	17½	16½

Number of sets of soundings.	11	12	13	14	15	16	17	18	19	20
1st series, March 19 -----	15	16	15½	15½	15¾	15¾	16	16½	16¾	17½
2d series, April 2 -----	16	16¼	16¼	16½	15¾	16	16¼	16¾	17½	17½

The changes indicated in the synopsis have occurred within a period of 14 days, during which the Panther and the dredging apparatus appear to have operated favorably and quite as successfully as had been anticipated.

An inspection of the synopsis will show that the soundings indicated in sets No. 4 to 8, inclusive, exhibit a greater depth of channel on the 19th of March than on the 2d of April; while in most of the other sets

the depth on the 2d of April exceeds the depth on the 19th of March. This anomaly has, no doubt, been produced by the upheaving of the bottom of the channel, which has taken place at and below the crest or pitch of the bar during the intermediate time. The supervisor has observed that a large mud lump in the same neighborhood, and within the time mentioned, has been thrust upward from a considerable depth below the surface of the water to the height of about 3 feet above the same surface.

Respectfully submitted.

S. H. LONG,
Lieut. Col. Top. Eng'rs.

Col. J. J. ABERT,
Chief Top. Engineers, Washington, D. C.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, April 21, 1860.

SIR: The propriety of an inspection of the Southwest Pass and of the Pass à l'Outre during the present vernal season, for the purpose of examining their relative condition and the result of the operations in progress in the former at the time of the inspection, is respectfully submitted.

Any orders or instructions you may think proper to give in relation to the service proposed as above will be cheerfully complied with.

Respectfully, sir, your obedient servant,

S. H. LONG,
Lieutenant Colonel Top'l Engineers.

Colonel J. J. ABERT,
Chief Top'l Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 26, 1860.

SIR: Your letter of the 21st instant, suggesting the propriety of an inspection of the Southwest Pass and Pass à l'Outre, at the mouth of the Mississippi river, during the present season, for the purpose of examining their relative condition, and the result of the operations in progress, has been received.

You are authorized to proceed to the Southwest Pass and Pass à l'Outre for this purpose at such time as you may deem it necessary.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Top'l Engineers.

Lieutenant Colonel S. H. LONG,
Corps Top'l Engineers, Alton, Illinois.

UNITED STATES TOPOGRAPHICAL OFFICE,
Alton, Illinois, June 6, 1860.

SIR: Pursuant to instructions from the Topographical bureau, dated on the 26th of April last, I have performed a tour of inspection at Pass à l'Outre and Southwest Pass of the Mississippi, and now have the honor to submit the results of my examinations at these passes.

The general aspect of the passes at and near the tidal bar appears to have been considerably changed since the date of my last previous inspection, made in September, 1858.

The mud lumps that present themselves above water at and near the outlets of both passes are obviously less frequent, less extensive, and less elevated above the surface of the water, and the channel beds are apparently much softer and more yielding in general than they were in 1858.

The volume of water flowing through Pass à l'Outre (which is a pass branching eastward from the old Southeast Pass) seems considerably enlarged, probably by an increasing supply of water derived from the Southeast Pass. The channel by which we approach the tidal bar in Pass à l'Outre is evidently broader and deeper, and reaches the bar at a point considerably further down; the distance across the bar is much reduced; the bottom of the channel is much softer and more readily abraded by currents of water. The width of the channel at its entrance into the Gulf, however, is reduced to a width not exceeding 80 feet, while its depth is 18 to 20 feet in this narrow gorge of the channel.

The following tabulations of soundings taken in Pass à l'Outre on the 19th May last will show the depths of water found not only in the deepest channel leading across the tidal bar, but in that leading upward from the bar through Pass à l'Outre and the old Southeast Pass to the common head of the passes.

The channel across the bar, though somewhat indirect, and at its entrance into the Gulf restricted to a width not exceeding 80 feet, affords a depth of 18 feet or more, except at three of the soundings which were made at or a little above the crest of the bar, where the depths of $16\frac{3}{4}$, $17\frac{1}{2}$, and $17\frac{1}{4}$ occurred.

The bed of the channel was found to be *soft* throughout the entire distance across the bar. The width and depth of the channel above the bar are very considerably greater at this time than they were at my last previous inspection in 1858, while the width in the narrowest place, as before mentioned, does not exceed 80 feet.

In passing upward to the common head of the passes, soundings were taken at intervals of about half a mile asunder, for the purpose of giving some idea of the increased depth of the channel at successive points above the bar.

The tabulations are as follows, viz:

Mid-channel soundings in Pass à l'Outre.

Average of a series of mid-channel soundings, in feet, beginning in deep water of the Gulf of Mexico and ascending across the tidal bar, as taken on the 19th of May, 1860.

TABLE 1.

27 s., $22\frac{1}{2}$ s., $21\frac{1}{2}$ s., 20 s., $16\frac{3}{4}$ s., $17\frac{1}{2}$ s., $17\frac{1}{4}$ s., $18\frac{3}{4}$ s., 24 s., $21\frac{1}{2}$ s.,
 21 s., 21 s., 21 s., $21\frac{3}{4}$ s., 21 s., $20\frac{1}{2}$ h., 22 h., $19\frac{1}{2}$ s., 21 s., $20\frac{1}{2}$ h.,
 $20\frac{1}{2}$ h., $20\frac{1}{2}$ s., 20 s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., 21 s., 21 s., 20 s., 21 s., 21 s.,
 $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., 22 h., $22\frac{1}{2}$ s., $21\frac{1}{2}$ s., $22\frac{1}{4}$ s., $21\frac{1}{2}$ s., 22 s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s.,
 $21\frac{1}{2}$ s., 22 s., 22 s., 22 s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., 22 s., 22 s.,
 22 s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., 21 s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., 21 s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s.,
 $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., 21 s., 21 s., $21\frac{1}{2}$ s., $21\frac{1}{2}$ s., 2 s., 22 s., 23 s.

Mid-channel soundings in Pass à l'Outre, from the bar upward to the head of the passes, taken on the 19th of May, 1860, at intervals of about half a mile apart.

TABLE 2.

24 s., 25 s., 26 s., 30 s., 25 s., 28 s., 32 s., 37 s., 42 s., 48 s., $43\frac{1}{2}$ s.,
 $40\frac{1}{2}$ s., 45 s., $40\frac{1}{2}$ s., 63 s., $46\frac{1}{2}$ s., 63 s., 48 s., 39 s., $31\frac{1}{2}$ s., 27 s.,
 soundings, in feet, as before.

N. B.—The letters *h* and *s*, annexed to the soundings as above, indicate the character of the bottom whether *hard* or *soft*.

Having completed my examinations of Pass à l'Outre on the 19th of May, I proceeded to the Southwest Pass, and engaged in the examination of the channel of this pass and of the work in progress thereat on the 21st of the same month.

With respect to the wing dam heretofore constructed in the Southwest Pass, under the contract of Craig & Rightor, the utility of which, in my estimation, has always been regarded as doubtful, at least half of the structure, counting the numerous breaches that have been made in different parts of its line, has been demolished and swept away by storms and billows, and its beneficial results, if any, are hardly appreciable at this time. It may also be observed in this connexion that the much shorter wing dam constructed by the same contractors in Pass à l'Outre, though much less deranged by storms, remains quite as useless as that of the Southwest Pass.

The examinations made on the 21st of May, with respect to the channel leading across the tidal bar of the Southwest Pass, contain the results exhibited in the following table:

Mid-channel soundings in Southwest Pass.

Average of a series of mid-channel soundings, in feet, beginning in deep water of the Gulf of Mexico and ascending across the tidal bar, as taken on the 21st of May, 1860.

TABLE 3.

30 s., 27 s., $21\frac{1}{2}$ s., 21 s., $19\frac{1}{2}$ s., $18\frac{1}{2}$ s., 18 s., 18 s., 19 h., $19\frac{1}{2}$ h., $18\frac{1}{2}$ h., 18 h., 18 s., 18 h., $18\frac{1}{2}$ s., $18\frac{1}{2}$ s., $18\frac{1}{2}$ s., $18\frac{1}{2}$ s., 18 h., $18\frac{1}{2}$ s., $19\frac{1}{2}$ s., 19 s., 19 s., 19 s., 19 s., 19 s., 19 s., 19 s., $19\frac{1}{2}$ s., 19 s., $18\frac{1}{2}$ s., $19\frac{1}{2}$ s., $18\frac{1}{2}$ s., $18\frac{1}{2}$ s., $18\frac{1}{2}$ s., $19\frac{1}{2}$ s., $18\frac{1}{2}$ s., 18 s., 18 s., $18\frac{1}{2}$ h., $18\frac{1}{2}$ s., 18 s., 19 s., $18\frac{1}{2}$ h., 18 h., $18\frac{1}{2}$ h., $18\frac{1}{2}$ h., $18\frac{1}{2}$ h., $18\frac{1}{2}$ h., 19 h., $18\frac{1}{2}$ h., 19 h., 19 h., 19 h., 19 h., 19 h., 19 h., $19\frac{1}{2}$ h., $19\frac{1}{2}$ h., $18\frac{1}{2}$ h., $18\frac{1}{2}$ h., 19 h., 19 h., 19 h., 19 h., 19 s., $18\frac{1}{2}$ s., 19 s., $18\frac{1}{2}$ s., 19 h., $18\frac{1}{2}$ h., 18 h., 18 h., 18 h., $18\frac{1}{2}$ h., 19 s., 19 s., 19 s., 20 s., $19\frac{1}{2}$ s., $19\frac{1}{2}$ h., $19\frac{1}{2}$ h., 20 s., 20 s., 21 h., $20\frac{1}{2}$ h., 20 h., 20 h.

At its entrance from above, at and near the can buoy, the channel is broad, and has a depth of at least 20 feet. In descending, its direction is nearly straight, while its width gradually diminishes till we arrive at the crest or pitch of the bar, where its width is about 150 feet. The bottom of the channel is invariably soft, which has no doubt resulted in part, if not mainly, from the numerous drags of the scraper to which it has been subjected; the whole number of drags hitherto made having amounted to about 2,000.

In this connexion, I take occasion to introduce a table of soundings, taken at intervals of about three-quarters of a mile apart from the can buoy upward to the head of the passes, the distance being about 14 miles.

Mid-channel soundings in Southwest Pass, from the bar upwards to the head of the passes, taken on the 19th of May, 1860, at intervals of about three-quarters of a mile apart.

TABLE 4.

20 h., 22 h., 23 s., 25 s., 28 s., 30 s., 30 s., 60 s., 75 h., 45 h., 69 s., 60 s., 50 s., 48 s., 39 s., 34 s., 30 s., 27 s.

By comparing this table with table 2, it will be apparent that the volume of water flowing downward in the Southwest Pass is considerably greater than that passing downward in the Southeast Pass, the channel of the former being generally broader and deeper than that of the Southeast Pass, of which Pass à l'Outre is the main navigable outlet and channel to the open Gulf.

The bottom of the channels across the tidal bar in both passes appear softer and more yielding than they were in September, 1858, and the crest or pitch of the bar, at the mouths of both, appear to have advanced some 150 or 200 feet further into the Gulf.

Brief account and description of the water craft, machinery, dredging apparatus, and force employed in opening and keeping open the channel of the Southwest Pass in the month of May, 1860.

1st. A steam tow-boat, Panther, with side wheels. Length of boat, on deck, 155 feet; breadth, from out to out of wheelhouses, 51 feet;

depth of hold, 11 feet; capacity, 350 tons. Five steam-boilers, 42 inches in diameter and 28 feet long ; one working steam cylinder, 28 inches in diameter and nine feet stroke. The whole properly supplied with suitable cables, chains, tackle, tools, and all other needful articles, helps, and accommodations.

2d. A powerful scraper of triangular form, having a base beam of oak, 12 by 24 inches, and 18 feet long, with suitable cheek and guide timbers rising about 32 feet above the beam. To the lower side of the beam are firmly attached five semi-cylindrical scrapers of boiler iron, with their convexities downward, which serve to scrape the bottom of the channel to an aggregate width of a little more than 15 feet, and to a depth of more than 18 inches at every drag of the scraper. The quantity of mud, whether soft or hard, displaced and forced through the concavities of the scrapers at every drag is at least equivalent to 131 cubic yards for each and every hundred yards in the length of the drag.

By reason of sundry defects and imperfections in the construction of the scraper frame and its scrapers, and more especially on account of injuries done to them by accidents that have happened to several of their parts while in the act of dredging, and by reason also of defects and mistakes discovered in the dimensions, arrangements, and combinations of their several parts, it has been deemed advisable to have an entire new scraper constructed. The supervisor has accordingly been directed to have this object accomplished in conformity to plans carefully executed, and special instructions given for this purpose.

The height of the scraper frame now in use is 32 feet above the beam; that of the contemplated new scraper is to be 35 feet. The length of the beam of the former is 18 feet; that of the latter is to be 20 feet. The thickness of the boiler iron of the scrapers is about $\frac{5}{16}$ of an inch; that of the new scrapers, &c, is to be $\frac{3}{8}$ of an inch. The bolts confining the scrapers to the beam have, in many instances, been inserted in wrong places, and do not bind the scrapers to the beam with sufficient force.

3d. The two drag chains, by which the scrapers are dragged or forced through the mud, are attached to the ends of the beam, and extend aft along the sides of the boat's hull 72 feet from the beam, and at that distance are firmly connected with the boat's gunwales beneath her guards.

The drag chains first procured for this purpose were of $1\frac{1}{4}$ -inch round iron, but in consequence of being made of bad iron they proved inadequate to resist the severe strains to which they were subjected. After breaking repeatedly, and occasioning severe damages to the scraper and serious interruptions to the progress of the work, other chains, made of better iron, proved and duly tested, were substituted, and although of $1\frac{1}{4}$ -inch iron as before, have effectually withstood the heaviest strains to which they have been exposed.

4th. The operations of the scraper are effected and regulated by a small steam-engine placed on the forecastle of the tow-boat. The engine has a working cylinder 12 inches in diameter, and a two-feet

stroke, and serves to lower and hoist the scraper as occasion may require.

5th. The dredging is effected by lowering or dropping the scraper (which is situated two or three feet in advance of the bow of the boat) at the head of the bar, and backing downward with the current, stern foremost, the scrapers being dragged along the bottom of the channel till they arrive at a depth of 19 or 20 feet on the Gulf side of the bar, when the scraper is hoisted from the bottom, and the boat ascends bow foremost to the upper side of the bar for another drag. The operations are continued in like manner during the recess of the tide, and whenever the weather will permit.

The number of drags made during the fourth contract month, ending on the 8th day of May last, was no less than 785.

6th. The small craft for use, in connexion with the Panther, consists of a whale boat, similar to the boats used by the pilots of the passes, and a well-built skiff or yawl, with oars, sails, awnings, &c., complete for both.

7th. The force employed to work the Panther, scraper, &c., comprises a captain and mate; a first, second, and third engineer; a steersman; a carpenter; a steward; a cook; a cabin boy; four firemen; seven deck hands, and a washwoman; in all, twenty-one individuals; all of whom appear industrious, sober, and well fitted for their respective stations, and perform with alacrity their proper duties, under the judicious command of Charles H. Andrews, esq., their experienced and skilful captain.

I hereto subjoin, in tabular form, a series of average soundings taken by the supervisor on the 9th of April last, being the first day of the fourth contract month, and another similar series taken on the 7th day of May following, being near the end of the same month, which terminated on the 8th of May.

TABLE 5.

April 9..	24½	26	18½	17½	18½	18½	19¾	20¼	18	18	17	17½	17	16¼
May 7..	25	27	18½	21½	18¼	18	17½	17	18	17	17¼	16½	17½	17½
April 9..	16½	16¾	17½	17	16¾	16¾	16¾	16¾	17¼	17½	17½	18½	18½	
May 7..	18	17¼	16½	17½	17½	16¾	17½	17½	17½	17½	18	18	18½	

The soundings recorded in the foregoing table are derived from the monthly report of the supervisor, dated on the 8th of May last, and show that a considerable improvement has been made in the channel during the fourth contract month.

The same soundings, compared with those contained in table 3, as hereinbefore presented, show that the improvement made between the 7th and 21st of May last is considerably greater than that made during the preceding month. A comparative synopsis of the soundings taken on the 7th and on the 21st days of May is as follows, viz:

TABLE 6.

May 7..	25	27	18½	21½	18¼	18	17½	17	18	17	17¼	16½	17½	17½
May 21..	27	19½	18	18½	18	18½	18½	19	19	19½	19½	18½	18	18½
May 7..	18	17¼	16½	17½	17½	16¾	17½	17½	17½	17½	18	18	18½	
May 21..	18½	18½	19	19	19	19½	18½	19	19	18½	18	19	19½	

An inspection of this table will show that the improvement made in the channel since the 7th of May has been more apparent than it was prior to that date.

In conclusion, and in further illustration of the improvement of the channel, I take leave to add that at an early date in May a large vessel of heavy burden, drawing about nineteen feet, was dragged across the bar by the aid of no less than seven tow-boats attached to it. On the 25th of the same month it was reported that a loaded vessel, the ship Planter, drawing a little more than twenty feet, was dragged over the bar by the aid of two tow-boats only.

Respectfully submitted.

S. H. LONG,
Lieut. Col. Top'l Eng'rs.

Colonel J. J. ABERT,
Chief Top'l Eng'rs, Washington, D. C.

TREASURY DEPARTMENT,
Third Auditor's Office, October 27, 1860.

SIR: I respectfully acknowledge the receipt of your letter of the 17th instant, transmitting a copy of a resolution of the House of Representatives of the 16th April last, requesting the Secretary of War to report to the House the entire action of his department in reference to an appropriation by Congress to remove obstructions to navigation in the mouth of the Mississippi river, at the Southwest Pass and Pass à l'Outre, and, in compliance with your request to be supplied with information in regard to the payments made under the contracts entered into, and particularly in reference to the payments made through this office under the contracts of Messrs. Craig & Rightor, have to state:

Two contracts were entered into by Captain H. G. Wright, of corps of engineers, acting in behalf of the Engineer department of the United States, with Messrs. Craig & Rightor, on the 13th of November, 1856. One, to be completed September 13, 1857, for opening a straight ship channel through the Southwest Pass of the Mississippi river into the Gulf of Mexico, of a width throughout its whole length of not less than 300 feet, and a depth of not less than 20 feet below the level of ordinary low water, for the sum of \$125,000; and for keeping open the said straight channel, with the width and depth above specified, for the term of four and a half years after the said improvement shall have been accepted, for the further sum of \$36,000; also, to keep said

channel open, as above specified, for any additional time, at the same rate of compensation, so long as any part of the present appropriation shall remain applicable to the purpose. And the other contract to be completed February 13, 1858, for opening a straight ship channel through the entire length of the bar or shoal at or near the outlet of the Mississippi river into the Gulf of Mexico, known as the Pass à l'Outre, of a width throughout its whole length of not less than 300 feet, and a depth of not less than 20 feet below the level of ordinary low water, for the sum of \$125,000; and for keeping open the said channel at Pass à l'Outre, of the width and depth above specified, for the space of four and a half years after the said improvement shall have been accepted, for the further sum of \$36,000; also, to keep said channel open, as above specified, for any additional time, at the same rate of compensation, so long as any part of the present appropriation remains applicable to the purpose.

It appears from the annual report of Lieutenant Colonel S. H. Long, topographical engineers, dated October 15, 1858, published in executive documents, 2d session, 35th Congress, volume 2, part 3, that on his recommendations these contracts were from time to time modified by the Secretary of War, by extending the time for opening the channels from the 13th September, 1857, to the 1st July, 1858, in respect to the Southwest Pass, and from the 13th February, 1858, to the 1st of July, 1859, in respect to Pass à l'Outre, by a reduction of the depths of the channels to be opened from 20 to 18 feet, and by authorizing payments at other times and under other circumstances than specified in the contracts.

Another contract "for the prosecution of the work of *opening* and *keeping open* the channel of the Southwest Pass" was entered into by Lieutenant Colonel S. H. Long, topographical engineers, on the 19th November, 1859, with Thomas McClellan, manager of the Crescent Tow-boat Company, in which it is stipulated that all means and appliances, including fuel, labor, and all other things deemed proper and useful to the prosecution of the work of *opening* and *keeping open* the Southwest Pass, to the depth of eighteen feet, entirely across the tidal bar, at and near its mouth, and to the deep water of the Gulf of Mexico, should be procured and applied by said McClellan, for \$4,440 per month of twenty-six working days, to be paid to him within twelve days from and after the expiration of each working period of 260 hours in each month.

These are the only contracts entered into under the appropriation of July 8, 1856, for removing obstructions in the mouths of the Mississippi of which this office has any information. They are on file in the office of the Second Comptroller, and the payments made under them are—

1st. *Under the contracts with Messrs. Craig & Rightor.*

Four payments have been made to them, by direction of the Secretary of War, through their attorney, Emile Le Sere; and the indorsement of Craig & Rightor, per Emile Le Sere, their attorney, upon the treasury draft, issued in pursuance of the Secretary of War's requisition.

tion, and made payable to their order, constitutes the evidence of payment to them. A copy of the power of attorney of Craig & Rightor to Mr. Le Sere, dated May 10, 1858, is herewith; and the payments made are as follows:

1. On the 22d May, 1858, in part payment, under their contract for opening and keeping open the Southwest Pass.....	\$30,000 00
2. On the 29th May, 1858, in part payment, under their contract just above referred to	36,000 00
3. On the 18th June, 1858, the remaining payment, under their contract for opening and keeping open the channel at the Southwest Pass.....	59,000 00
4. On the 18th September, 1858, the amount due under their contract for opening and keeping open a ship channel through the Pass à l'Outre.....	125,000 00
In all.....	\$250,000 00

The official reports of the accounts for these payments, certified by the Second Comptroller, specify and refer to the papers upon which the respective accounts were stated, and I respectfully transmit copies of them, excepting the contracts referred to, as follows, viz:

1. Settlement No. 7958, and papers referred to therein, certified by the Second Comptroller on the 22d May, 1858.
2. Settlement No. 8025, and papers referred to therein, certified by the Second Comptroller on the 29th May, 1858.
3. Settlement No. 8227, and papers to which it refers, certified by the Second Comptroller on the 18th June, 1858.
4. Settlement No. 8903, and the papers upon which it was made, certified by the Second Comptroller on the 18th September, 1858.

2d. *Under the contract with Thomas McClellan.*

Seven monthly payments of \$4,440 each, amounting to \$31,080, have been made by Colonel Long up to the 16th of August, 1860, at which date the last payment known to this office was made. Copies of the several vouchers for payment by Colonel Long are also herewith, amounting, as above, to.....

\$31,080 00

From accounts now on file in this office it appears that other expenditures than those specially provided for by the above specified contracts, amounting to \$16,351 83, have been made, as follows:

By James Eveleth, agent of the Engineer department.

For advertising for proposals..... \$1,555 04

By Major P. G. T. Beauregard, Engineers.

For mileage while travelling on duty connected with the work..... 7 60

By Lieutenant Colonel S. H. Long, topographical engineers.

For pay of civil assistant engineer, of supervisor and assistant supervisor, of surveyor, recorder, and accountant, and of office attendant, and of their mileage and travelling expenses..... \$8,827 96

For services of boatmen and boat hire 1,325 50

For allowances to Colonel Long for mileage and quarters and fuel, \$1,884 70 ; and for mileage paid Major Beauregard, \$14 40..... 1,899 10

For repairing instruments ; for stationery, advertisements, rent of office and store-room, and other contingent expenses..... 371 81

For buoys..... 200 00

For telegraphic despatches..... 112 80

12,737 17

By Captain A. A. Humphreys, topographical engineers.

For pay of civil assistant engineer and of gauge keeper..... 1,394 00

For pay of boatmen, for boat hire, and for other contingent expenses..... 658 02

2,052 02

\$16,351 83

Total expenditures up to the 30th September, 1860..... 297,431 83

The amount appropriated was..... 330,000 00

And the amount remaining unexpended on the 30th of September, 1860, is.....	\$32,568 17
Of which there was in the hands of Lieutenant Colonel Long, by his account current, rendered for 3d quarter, 1860.....	\$4,161 13
The balance for which Major Beauregard is accountable is.....	14 10
The balance for which Captain Humphreys is accountable is.....	1,701 02
And the balance of the appropriation undrawn from the treasury is.....	26,691 92
	32,568 17

Very respectfully, your obedient servant,

R. J. ATKINSON, *Auditor.*

Colonel J. J. ABERT,
*Chief Topographical Engineers,
 Bureau of Topographical Engineers.*

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 14, 1858.

SIR: I have the honor to submit a copy of the last report of Lieutenant Colonel S. H. Long, in relation to the work at the mouth of the Mississippi, lately inspected by him.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

Indorsement of Secretary of War thereon.

Upon the report of the progress of the work and the recommendation of Lieutenant Colonel Long, the engineer in charge, I direct the payment of \$30,000 to Messrs. Craig & Rightor.

JOHN B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *May 24, 1858.*

SOUTHWEST PASS, *May 7, 1858.*

SIR: Having very recently inspected the work done at this pass, under the contract of Messrs. Craig & Rightor, for the removal of obstructions therefrom, I have the honor to report briefly thereon as follows, viz:

The dredge-boat Downs, previously used as a towboat on the Mississippi below New Orleans, was procured and furnished with apparatus, consisting of harrows, scrapers, rakes, &c., &c., all of approved dimensions and construction, in the months of February and March last.

The outfit as above having been completed, the boat commenced operations on the tidal bar on the 22d day of March, and continued to operate successfully for a period of three weeks with occasional interruptions and hindrances by boisterous weather. The operations have been continued with similar success, and even to greater advantage than had been anticipated, to the present time; the interruptions and hindrances by stress of weather having been more frequent and formidable than before, during the last three weeks. In addition to the employment of the boat and dredging apparatus as above, the blasting of the mud lumps at the bottom of the channel, with heavy charges of powder, has been successfully tried, and the results produced thereby are highly satisfactory.

In view of the whole case, I am decidedly of opinion that the measure of relief contemplated in my report to the bureau of the 25th of February last, may be fairly extended to the contractor, *to wit*: the payment of \$30,000 as the first instalment therein contemplated to be paid. And although the time for the payment of the second instalment of \$36,000 has not yet elapsed, I am, moreover, of the opinion, in view of the advancement made towards the fulfillment of the first branch of the contract, viz: the opening of channel, that this instalment may also be paid without detriment to the United States.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel Topographical Engineers.

Col. J. J. ABERT,

Chief Topographical Engineers, Washington, D. C.

P. S.—It is expected that the work under the first branch of the contract for the Southwest Pass, or the preliminary stipulations relating to the opening of the channel in this pass, will be ready for final inspection in the course of a few weeks, the weather continuing favorable.

S. H. LONG, *United States Army.*

No. 7958.]

TREASURY DEPARTMENT,

Third Auditor's Office, May 22, 1858.

I certify that there is due from the United States to Craig & Rightor, contractors, being a part payment upon the contract entered into by them on the 13th day of November, with Captain H. G. Wright, corps of engineers, United States army, for opening and keeping open channels through the Southwest Pass, leading from the Mississippi to the Gulf of Mexico, allowed by the Secretary of War, May 20, 1858, upon report of Lieutenant Colonel S. H. Long, topographical engi-

neers, of the 7th instant, that the said work was in such a state of forwardness as to warrant the payment of the sum of thirty thousand dollars, (\$30,000.)

Appropriation: To remove obstructions to navigation in the mouths of the Mississippi river, per act of July 8, 1856.

Amount found due and payable to Craig & Rightor, \$30,000.

To be remitted them to the care of Hon. Emile Le Sere, their attorney, present, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

ROBERT J. ATKINSON,
Auditor.

J. M. CUTTS, Esq.,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this 22d day of May, 1858.

J. MADISON CUTTS,
Second Comptroller.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 21, 1860.

SIR: I transmit herewith a letter from this office to the War Department, on the 14th instant, enclosing a copy of a report from Lieutenant Colonel S. H. Long, relative to the work done at the mouths of the Mississippi river, under the contract of Craig & Rightor, having the indorsement of the Hon. Secretary of War thereon, directing the payment of \$30,000 to the contractors.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Topographical Engineers.

Hon. ROBERT J. ATKINSON,
Third Auditor, Treasury Department.

The United States to Craig & Rightor, contractors for opening a ship channel from the Mississippi to the Gulf of Mexico, Dr.

For this sum, being a part payment upon the contract entered into by the said Craig & Rightor, on the 13th day of November, 1856, with Captain H. G. Wright, corps of engineers, United States army, for opening and keeping open channels through the Southwest Pass, leading from the Mississippi river to the Gulf of Mexico, allowed by the Secretary of War, May 20, 1858, upon report of Lieutenant Colonel S. H. Long, topographical engineers, of the 7th instant, that

said works were in such a state of forwardness as to warrant the payment of said sum, said report and decision being herewith

\$30,000

Due Craig & Rightor.....

\$30,000

Appropriation: To remove obstructions to navigation in the mouths of the Mississippi river, per act of July 8, 1856.

TREASURY DEPARTMENT,
Third Auditor's Office, May 22, 1858.

Stated by—

THEO. H. KIMBALL, *Clerk.*

TREASURY DEPARTMENT,
Second Comptroller's Office, May 22, 1858.

Examined by—

WM. S. FORT.

No. 8025.]

TREASURY DEPARTMENT,
Third Auditor's Office, May 29, 1858.

I certify that there is due from the United States to Craig & Rightor, contractors, being a part payment upon the contract entered into by them on the 13th of November, 1856, with Captain H. G. Wright, corps of engineers, United States army, for opening and keeping open channels through Southwest Pass, leading from the Mississippi river to the Gulf of Mexico, allowed by the Secretary of War, May 28, 1858, upon report of Lieutenant Colonel S. H. Long, topographical engineers, of the 27th of May, 1858, that said work was in such a state of forwardness as to warrant the payment of the sum of thirty-six thousand dollars, (\$36,000.)

Appropriation: To remove obstructions to navigation in the mouths of the Mississippi river, per act of July 8, 1856. To be remitted to Messrs Craig & Rightor, to the care of Emile Le Sere, their attorney, present, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

ROBERT J. ATKINSON,
Auditor.

J. MADISON CUTTS,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this 29th day of May, 1858.

J. MADISON CUTTS,
Second Comptroller.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 28, 1858.

SIR: I transmit herewith a letter from this office to the War Department, of this day, enclosing a telegraphic despatch from Lieutenant Colonel S. H. Long, dated Southwest Pass, May 27, 1858, in relation to the payment of instalments to Messrs. Craig & Rightor, under their contracts for the removal of obstructions to the navigation at the mouths of the Mississippi river, having the indorsement of the honorable Secretary of War thereon, directing "the further payment of \$36,000 to Messrs. Craig & Rightor."

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. R. J. ATKINSON,
Third Auditor, Treasury Department.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 28, 1858.

SIR: I have the honor of transmitting herewith, for the information of the War Department, a telegraphic despatch just received from Lieutenant Colonel S. H. Long.

Respectfully, sir, your obedient servant,

J. C. WOODRUFF,
Captain Topographical Engineers, Assistant to bureau.

Hon. JOHN B. FLOYD,
Secretary of War.

Indorsement on the above letter.

WAR DEPARTMENT, *May 28, 1858*

Upon the recommendation of Lieutenant Colonel Long, the engineer in charge, I direct the further payment of \$36,000 to Messrs. Craig & Rightor.

JOHN B. FLOYD,
Secretary of War.

[By telegraph.]

Dated Southwest Pass, May 27, 1858; received at Washington, May 27, 1858, 11 o'clock p. m.

I sent a despatch on the twenty-fifth instant, recommending the payment of both instalments proposed in my report of twenty-fifth of February last, be now paid to the contractors.

S. H. LONG.

Captain J. C. WOODRUFF.

The United States to Craig & Rightor, contractors for opening a ship channel from the Mississippi to the Gulf of Mexico, Dr.

For this sum, being a part payment upon the contract entered into by Messrs. Craig & Rightor, on the 13th day of November, 1856, with Captain H. G. Wright, corps of engineers, United States army, for opening and keeping open channels through the Southwest Pass, leading from the Mississippi river to the Gulf of Mexico, allowed by the Secretary of War, May 28, 1858, upon report of Lieutenant Colonel S. H. Long, topographical engineers, of the 27th May, that said work was in such a state of forwardness as to warrant the payment of said sum; report and decision being herewith..... \$36,000

Due and payable to Craig & Rightor 36,000

Appropriation: To remove obstructions to navigation in the mouths of the Mississippi river, per act July 8, 1856.

TREASURY DEPARTMENT,
Third Auditor's Office, May 29, 1858.

THEO. H. KIMBALL, *Clerk.*

TREASURY DEPARTMENT,
Second Comptroller's Office, May 29, 1858.

Examined by—

WM. S. FORT.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, June 5, 1858.

SIR: I have the honor of transmitting herewith a copy of a letter from Lieutenant Colonel S. H. Long, dated the 29th ultimo, reporting the progress of operations by Messrs. Craig & Rightor, under their contract for improving the navigation at the mouth of the Mississippi river.

Respectfully, your obedient servant,

J. C. WOODRUFF,

Capt. Top. Eng'rs, Assistant to bureau, in charge.

Hon. JOHN B. FLOYD,
Secretary of War.

Indorsement of the Secretary of War on above.

Upon the within report of Lieutenant Colonel Long, topographical engineers, of the completion of the work at the Southwest Pass of the Mississippi river, I direct the further payment to Messrs. Craig

& Rightor of \$59,000, the balance due them per contract for said work; \$66,000 having been previously paid on same account.

J. B. FLOYD,
Secretary of War.

WAR DEPARTMENT, *June 18, 1858.*

NEW ORLEANS, *May 29, 1858.*

SIR: Two telegraphic despatches (one of which is a duplicate) have been received from the Topographical bureau, one dated on the 22d and the other on the 26th instant, both relating to the payment of the instalments proposed in my report of the 25th February last. The receipt of both have been duly acknowledged.

I have the honor now to report that on a thorough inspection of the channel, and of the work done under the modified contract of Messrs. Craig & Rightor for the removal of obstructions from the Southwest Pass, made and concluded on the 28th instant, a straight channel has been opened entirely across the tidal bar, having a width of at least 300 feet, and a depth of 18 to 22 feet. The direction of the channel from its head near the can buoy to its entrance into the deep water of the Gulf, is south 25° west.

The opening of the channel has been undoubtedly affected in part by the work that has been done under the contracts, and in part by the agency of the water currents and other natural causes; hence, in accordance with the stipulations of the modified contracts, in so far as they relate to the *opening* of the channel in the Southwest Pass, the compensation to be made for the opening thereof, viz: one hundred and twenty-five thousand dollars, (\$125,000,) all payments being included, is now payable to the contractors.

Moreover, the first branch of the contract being fulfilled as above, the stipulations for "keeping open" the channel as provided for in the same contract will go into operation and remain binding on the contractors from and after the 28th day of May, 1858.

All necessary details, relating not only to the improvement of the Southwest Pass, but to that of the Pass à l'Outre, will be presented in my inspection report, which will be prepared and forwarded as soon as practicable.

Respectfully, sir, your obedient servant,

S. H. LONG,
Lieutenant Colonel Topographical Engineers.

Colonel J. J. ABERT,
Chief Topographical Engineers, Washington, D. C.

The United States to Craig & Rightor, contractors for opening a ship channel from the Mississippi to the Gulf of Mexico, Dr.

For this sum, being the remaining payment upon the contract entered into by said Craig & Rightor, on the 13th of November, 1856, with Captain H. G. Wright, corps of engineers, United States army, for opening and keeping open channels through the Southwest Pass, leading from the Mississippi river to the Gulf of Mexico, allowed by the Secretary of War, June 18, 1858, upon report of Lieutenant Colonel S. H. Long, topographical engineers, of the 29th May, 1858, that said work was so far completed as to warrant the payment of the said sum, reports and decision being herewith..... \$59,000

(See statements Nos. 7958 and 8025, May 22 and 29, for previous payments of \$30,000 and \$36,000—in all \$66,000.)

Appropriation: To remove obstructions to navigation in the mouths of the Mississippi river, as per act, July 8, 1856.

Due and payable to Craig & Rightor..... 59,000

TREASURY DEPARTMENT,
Third Auditor's Office, June 18, 1858.

Stated by—

THEO. H. KIMBALL, *Clerk.*

TREASURY DEPARTMENT,
Second Comptroller's Office, June 18, 1858.

Examined.

JOHN C. WILSON, *Clerk.*

No. 8227.]

TREASURY DEPARTMENT,
Third Auditor's Office, June 18, 1858.

I certify that there is due from the United States to Craig & Rightor, contractors, for this sum, being the remaining payment upon the contract entered into by said Craig & Rightor on the 13th of November, 1856, with Captain H. G. Wright, corps of engineers, United States army, for opening and keeping open channels through the Southwest Pass, leading from the Mississippi river to the Gulf of Mexico, allowed by the Secretary of War, June 18, 1858, upon report of Lieutenant Colonel S. H. Long, topographical engineers, of the 29th May, 1858, that the said work was so completed as to warrant the payment of the said sum of *fifty-nine thousand dollars*, (\$59,000,) report and decision being herewith.

Appropriation: To remove obstructions to navigation in the mouths of the Mississippi river, per act July 8, 1856.

(See statements Nos. 7958 and 8025, May 22 and 29, for previous payments of \$30,000 and \$36,000—in all \$66,000.)

Payable and to be remitted to said Craig & Rightor, to the care of Emile Le Sere, esq., their attorney, present, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

ROBERT J. ATKINSON, *Auditor.*

J. MADISON CUTTS, Esq.,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this 18th day of June, 1858.

J. MADISON CUTTS,
Second Comptroller.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, September 18, 1858.

SIR: I have the honor to submit a copy of a report from Lieutenant Colonel S. H. Long, of the 11th instant, to the effect that the channel at Pass à l'Outre has been opened by Messrs. Craig & Rightor, in accordance with the terms of the modified contract, and that the payment of one hundred and twenty-five thousand dollars (\$125,000) is now fairly due the contractors.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps of Topographical Engineers.

Hon. JOHN B. FLOYD,
Secretary of War.

Indorsement of the Secretary of War on above.

WAR DEPARTMENT, *September 18, 1858.*

Let the money be paid in accordance with the report of the engineer, and as recommended by the colonel of the corps.

J. B. FLOYD,
Secretary of War.

NEW ORLEANS, *September 11, 1858.*

SIR: In obedience to instructions from the War Department, dated on the 28th and received on the 31st August last, I proceeded to Pass à l'Outre, for the purpose of inspecting the work done at said pass under the modified contract of Messrs. Craig & Rightor, for the removal of obstructions from the mouth thereof, especially in so far as relates to the first branch or object of said contract, viz: to the

opening of a channel, 300 feet wide and 18 feet deep, entirely across the tidal bar, to the deep waters of the open Gulf.

I have now the honor to report, briefly and summarily, the results of my investigations, measurements, &c., in reference to the subjects proposed and the conclusions to which I have arrived.

A straight channel leading in a direction about S. 85° E., or N. 85° W, having a width nowhere less than (300) three hundred feet, and a depth of at least eighteen (18) feet below ordinary low water, has been opened and now exists at and entirely across the said tidal bar, as provided for by said contract.

The opening of the channel at Pass à l'Outre and the inspection thereof were accomplished on the 10th day of September, 1858.

Hence the contract price, viz: \$125,000, stipulated to be paid for the opening of the channel, is now fairly due and payable to the contractors, or their legal representatives, on account of the work done by them at and near the mouth of the Pass à l'Outre.

Hence, also, the first branch or object of the contract, viz: the *opening* of the channel, having been accomplished, inspected, and ready for acceptance on the 10th day of September, 1858, the second branch or object of the same contract, viz: the *keeping open* of said channel, will take and be in force from and after the same date, viz: the 10th day of September, 1858.

All needful and proper details, not only in reference to Pass à l'Outre, but to the Southwest Pass, which I have also inspected on my late tour of inspection, will be exhibited as early as practicable in a subsequent report.

Respectfully, sir, your obedient servant,

S. H. LONG,

Lieutenant Colonel of Topographical Engineers.

Colonel J. J. ABERT,

Chief of Top'l Eng'rs, Washington, D. C.

P. S.—I propose to return to St. Louis by the first favorable opportunity.

S. H. LONG, *United States Army.*

The United States to Craig & Rightor, contractors for opening a ship channel from the Mississippi river to the Gulf of Mexico, Dr.

For this sum, being the amount due said Craig & Rightor under their contract with Captain H. G. Wright, corps of engineers, United States army, dated November 13, 1856, for *opening* and *keeping open* a ship channel of sufficient capacity to accommodate the wants of commerce through the Pass à l'Outre, leading from the Mississippi river to the Gulf of Mexico.....

\$125,000

Allowed by the Secretary of War on the 18th of September, 1858, upon the report of Lieutenant Colonel S. H. Long, topographical engineers, of the 11th of September, 1858, and of Colonel J. J. Abert of the 18th instant, that said amount is now fairly due to the contractors, per reports and decisions herewith; due Craig & Rightor.... \$125,000

Appropriation: To remove obstructions to navigation in the mouth of the Mississippi river at the Southwest Pass and Pass à l'Outre, per act July 8, 1856, \$125,000.

TREASURY DEPARTMENT,
Third Auditor's Office, September 18, 1858.

W. H. S. TAYLOR, *Accountant.*

TREASURY DEPARTMENT,
Second Comptroller's Office, September 18, 1858.

Examined by—

WM. S. . FORT.

No. 8903.]

TREASURY DEPARTMENT,
Third Auditor's Office, September 18, 1858.

I certify that there is due from the United States to Craig & Rightor, contractors for opening a ship channel from the Mississippi river to the Gulf of Mexico, for the amount due them under their contract with Captain H. G. Wright, corps of engineers, United States army, dated November 13, 1856, for opening and keeping open a ship channel of sufficient capacity to accommodate the wants of commerce through the Pass à l'Outre, leading from the Mississippi river to the Gulf of Mexico, the sum of \$125,000.

Appropriation: To remove obstructions to navigation in the mouths of the Mississippi river at Southwest Pass and Pass à l'Outre, as per act July 8, 1846, \$125,000.

To be remitted to the claimants to the care of Hon. Emile Le Sere, their attorney, at New Orleans, Louisiana, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

ROBERT J. ATKINSON, *Auditor.*

JAMES M. CUTTS, Esq.,
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this 18th day of September, 1858.

J. MADISON CUTTS,
Second Comptroller.

Know all men by these presents that whereas we, Wald Putnam Craig and William Russell Rightor, a firm doing business under the name and style of Craig & Rightor, did, on the 13th day of November, 1856, enter into a contract with the United States government, represented by Captain H. G. Wright, corps of engineers, acting in behalf of the Engineer department of the United States, which contract was approved on the 14th of November, 1856, by Jefferson Davis, Secretary of War, and to which, for the duties to be performed by the said Craig & Rightor, and for the compensation to be made therefor, they refer, and hereby incorporate the said contract herein as a part of this mandate;

And whereas, also, the time has been extended for the completion of said contract, and other modifications in the stipulations thereof have been made by the parties thereto, for the particulars of which reference is now made to the said subsequent agreements, the same are hereby incorporated as part hereof:

Now, therefore, we, the undersigned, do, jointly and severally, and so to act for us, appoint Emile Le Sere, of the city of New Orleans, our only true and lawful attorney for the following purposes, to wit:

It is our object and intention to substitute our said attorney in our places and stead in all matters touching said contract as originally made and as modified, and to enable him, to all intents and purposes, to change, modify, or enlarge our duties and stipulations under said contracts, to create new obligations against us, and to relinquish our rights under the same, on any consideration which he may see fit.

We authorize him to collect any money which the United States may be willing to advance or to pay to us under said contracts, and, should terms or conditions be imposed for such advance or payment, to stipulate for us and in our behalf in relation thereto, and to bind us, in relation to the same, fully and absolutely, in the manner and to the extent that he may see proper.

We authorize him to compromise our rights under said contracts, to receipt for a larger sum than he may receive, or to receive bonds, notes, bills, certificates, checks, or anything else, in lieu of money, or to sign our names to receipts for money; and whatever he may receive from the United States under said contracts we authorize him to use as he may see fit, transferring, selling, or pledging the same and extinguishing our rights thereto fully and absolutely.

If our agent may see proper so to do, he may sign our names to any receipts, acquittances, or other writings, which the United States may require of him, to create an obligation or obligations against us, or to discharge rights, claims, or pretensions on our part against the United States by reason of said contracts; and by such writings we hereby bind ourselves to the United States in the one case and acquit the United States to us in the other.

And generally to do and perform all and every other act or thing whatsoever, directly or remotely, touching the subject of this mandate, and to bind us to the same by writing or otherwise, as fully as we can bind ourselves and all such acts as we now ratify and confirm.

It is our object to grant to our said agent unlimited powers to bind us and to release the United States in all matters in relation to the

respective rights and obligations under said contracts; and we desire that if the special authority herein delegated be not ample to that end, the intention here expressed may be construed so as to enable our said attorney to act in all respects as we ourselves could do if present.

In witness whereof, we have hereunto set our hands and seals this tenth day of May, eighteen hundred and fifty-eight.

CRAIG & RIGHTOR. [L. s.]
W. P. CRAIG. [L. s.]
W. R. RIGHTOR. [L. s.]

In presence of—

W. M. RANDOLPH.
E. WARREN MOÏSE.

And whereas I have an interest in the contract recited in the foregoing power of attorney, I adopt the said power of attorney and every part thereof, and appoint the said Le Sere my true and lawful attorney, as fully to act for me and in the same manner to bind me as he has been appointed by the said Craig & Rightor.

W. E. STARKE. [L. s.]

Witness—

W. M. RANDOLPH.
E. WARREN MOÏSE.

We recognize the interest of the said William E. Starke, and as between ourselves and the United States, and between the said William E. Starke and ourselves, we reiterate the powers heretofore granted as above to the said Le Sere, conferring his powers and adopting his acts as the agent of Craig & Rightor, and of Craig & Rightor and William E. Starke.

CRAIG & RIGHTOR.
W. P. CRAIG.
W. R. RIGHTOR.

Witness—

W. M. RANDOLPH.
E. WARREN MOÏSE.

UNITED STATES OF AMERICA,
Eastern District of Louisiana, City of New Orleans:

Before me, Theodore H. McCaleb, judge of the district court of the United States in and for the eastern district of Louisiana, personally appeared William Rightor, of the firm of Craig & Rightor, and acknowledged that he is a member of said firm, and that in behalf of said firm he signed, sealed, and delivered the foregoing instrument for all the purposes therein mentioned as their own proper act and deed; and at the same time and place personally appeared Wm. E. Starke, of this city, who acknowledged that he signed, sealed, and

delivered the foregoing instrument as his own proper act and deed for all the purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, at New [L. s.] Orleans, this 11th day of May, A. D. 1858.

THEODORE H. McCALEB,
U. S. District Judge, Eastern District of Louisiana.

The United States to Thomas McClellan, Dr.

On account of removal of obstructions from the mouth of the Mississippi river :

1860, *February 3* —To services, machinery, and materials of all sorts, procured and applied at my expense to the opening and keeping open of the channel of the Southwest Pass for and during one calendar month, ending on the 3d day of February, 1860, agreeably to contract stipulations, \$4,440.

NEW ORLEANS, *February 3, 1860.*

I hereby certify that the above account, amounting to four thousand four hundred and forty dollars, (\$4,440,) is correct and just, and that Thomas McClellan, contractor for opening and keeping open said channel during one calendar month of 26 working days, (or 260 working hours,) ending on the 3d day of February, 1860, has faithfully and effectually complied with the stipulations of his contract for the execution of the work above designated; and that the said McClellan is entitled to full payment of said amount within twelve days from and after the date hereof, in accordance with the stipulations of said contract.

(Signed duplicates.)

CHAS. A. FULLER,
Supervisor of Passes, mouth of the Mississippi.

Received at New Orleans, February 8, 1860, of Lieutenant Colonel S. H. Long, United States agent, by the hand of C. A. Fuller, supervisor, four thousand four hundred and forty dollars, (\$4,440,) in full of the above account.

(Signed duplicates.)

THOS. McCLELLAN.

Indorsed.

The within account is hereby approved.

S. H. LONG,
Lieut. Col. Top. Eng'rs, United States Agent.

The United States to Thomas McClellan, Dr.

On account of removal of obstructions from the mouth of the Mississippi river :

1860, *March 8.*—To services, machinery, and materials of all sorts, procured and applied at my expense to the opening and keeping open the channel of the Southwest Pass for and during one calendar month, ending on the 8th day of March, 1860, agreeably to contract stipulations, \$4,440.

NEW ORLEANS, *March 8, 1860.*

I hereby certify that the above account, amounting to four thousand four hundred and forty dollars, (\$4,440,) is correct and just; that Thomas McClellan, contractor for opening and keeping open said channel during one calendar month of 26 working days, (or 260 working hours,) ending on the 8th day of March, 1860, has faithfully and effectually complied with the stipulations of his contract for the execution of the work above designated; and that the said McClellan is entitled to full payment of said account within twelve days from and after the date hereof, in accordance with the stipulations of said contract.

(Signed duplicates.)

CHAS. A. FULLER,
Supervisor.

Received at New Orleans, March 26, 1860, of Lieutenant Colonel S. H. Long, United States agent, by the hand of C. A. Fuller, supervisor, four thousand four hundred and forty dollars, in full of above account.

(Signed duplicates.)

THOS. McCLELLAN.

Indorsed.

The within account is hereby approved.

S. H. LONG,
Lieut. Col. Top. Eng'rs, U. S. Agent.

The United States to Thomas McClellan, Dr.

On account of removal of obstructions from the mouth of the Mississippi river:

1860, *April 8.*—To services, machinery, and materials of all kinds, procured and applied at my expense to the opening and keeping open of the channel of the Southwest Pass for and during one calendar month, ending on the 8th day of April, 1860, agreeably to contract stipulations, \$4,440.

NEW ORLEANS, *April 8, 1860.*

I hereby certify that the above account, amounting to four thousand four hundred and forty dollars, is correct and just; that Thomas McClellan, contractor for opening and keeping open said channel, during one calendar month of twenty-six working days, (or 260 working hours,) ending on the 8th day of April, 1860, has faithfully and effectually complied with the stipulations of his contract for the execution of the work above designated; and that he, the said McClellan, is entitled to full payment of said account within twelve days from and after the date hereof, in accordance with the stipulations of said contract.

(Signed duplicates.)

C. A. FULLER,
Supervisor Southwest Pass.

Received at New Orleans, April 11, 1860, of Lieutenant Colonel S. H. Long, United States agent, by the hand of C. A. Fuller, supervisor, four thousand four hundred and forty dollars, (\$4,440,) in full of the above account.

(Signed duplicates.)

THOMAS McCLELLAN.

Indorsed.

Approved July 2, 1860.

S. H. LONG,
United States Agent.

The United States to Thomas McClellan, Dr.

On account of removal of obstructions from the mouth of the Mississippi river :

1860, *May* 8.—To services, materials, and machinery of all sorts, procured and applied at my expense to the opening and keeping open of the channel of the Southwest Pass for and during one calendar month, ending on the 8th day of May, 1860, agreeably to the contract stipulations, \$4,440.

NEW ORLEANS, *May* 8, 1860.

I hereby certify that the above account, amounting to four thousand four hundred and forty dollars, (\$4,440,) is correct and just; that Thomas McClellan, contractor for opening and keeping open said channel during one calendar month of twenty-six working days, (or 260 hours,) ending on the 8th day of May, 1860, has faithfully and effectually complied with the stipulations of his contract for executing the work above designated; and that he, the said McClellan, is entitled to full payment of said account within twelve days from and after the date hereof, in accordance with the stipulations of said contract.

(Signed triplicates.)

C. A. FULLER,
Supervisor Southwest Pass.

Received at New Orleans, May 11, 1860, of Lieutenant Colonel S. H. Long, United States agent, by the hand of C. A. Fuller, supervisor, four thousand four hundred and forty dollars, (\$4,440,) in full of the above account.

(Signed triplicates.)

THOMAS McCLELLAN.

Indorsed.

Approved July 2, 1860.

S. H. LONG,
Lieut. Col., United States Agent.

The United States to Thomas McClellan, Dr.

On account of removal of obstructions from the mouth of the Mississippi river :

1860, *June* 12.—To services, machinery, and materials of all sorts, procured and applied at my expense to the opening and keeping open of the channel of the Southwest Pass for and during one calendar month, ending on the 12th day of June, 1860, agreeably to contract stipulations, \$4,440.

NEW ORLEANS, *June* 12, 1860.

I hereby certify that the above account, amounting to four thousand four hundred and forty dollars, (\$4,440,) is correct and just; that Thomas McClellan, contractor for opening and keeping open said channel during one calendar month of twenty-six working days, (or 260 working hours,) ending on the 12th day of June, 1860, has faithfully and effectually complied with the stipulations of his contract for the execution of the work above designated; and that he, the said McClellan, is entitled to full payment of said account within twelve days from and after the date hereof, in accordance with the stipulations of said contract.

(Signed triplicates.)

C. A. FULLER,
Supervisor Southwest Pass.

Received at New Orleans, June 14, 1860, of Lieutenant Colonel S. H. Long, United States agent, by the hand of C. A. Fuller, supervisor, four thousand four hundred and forty dollars, (\$4,440,) in full of the above account.

(Signed triplicates.)

THOMAS McCLELLAN.

Indorsed.

Approved July 2, 1860.

S. H. LONG,
Lieut. Col. T. E., United States Agent.

The United States to Thomas McClellan, Dr.

On account of removal of obstructions from the mouth of the Mississippi river :

1860, *July* 12.—To services, machinery, and materials of all sorts, procured and applied at my expense to the opening and keeping open of the channel of the Southwest Pass for and during one calendar month, ending on the 12th day of July, 1860, agreeably to contract stipulations, \$4,440.

NEW ORLEANS, *July* 12, 1860.

I hereby certify that the above account, amounting to four thousand four hundred and forty dollars, (\$4,440,) is correct and just; that

Thomas McClellan, contractor for opening and keeping open said channel during one calendar month of 26 working days, (or 260 working hours,) ending on the 12th day of July, 1860, has faithfully and effectually complied with the stipulations of his contract for the execution of the work above designated; and that he, the said Thomas McClellan, is entitled to full payment of the above account, within 12 days from and after the date hereof, in accordance with the stipulations of said contract.

(Signed triplicates.)

C. A. FULLER,
Supervisor Southwest Pass.

Received at New Orleans, July 28, 1860, of Lieutenant Colonel S. H. Long, United States agent, by the hand of C. A. Fuller, supervisor, four thousand four hundred and forty dollars (\$4,440) in full of the above account.

(Signed triplicates.)

THOMAS McCLELLAN.

Indorsed.

Approved October 1, 1860.

S. H. LONG,
Lieut. Col. Top. Engs., U. S. Agent.

The United States to Thomas McClellan, Dr.

On account of removal of obstructions from the mouth of the Mississippi river :

1860, *August* 13.—To services, machinery, and materials of all sorts, procured and applied at my expense to the opening and keeping open the channel of the Southwest Pass for and during one calendar month, ending on the 13th day of August, 1860, agreeably to contract stipulations, \$4,440.

NEW ORLEANS, *August* 13, 1860.

I hereby certify that the above account, amounting to four thousand four hundred and forty dollars, (\$4,440,) is correct and just; that Thomas McClellan, contractor for opening and keeping open said channel during one calendar month of 26 working days, (or 260 working hours,) ending on the 13th day of August, 1860, has faithfully and effectually complied with the stipulations of his contract for the execution of the work above designated; and that he, the said McClellan, is entitled to full payment of said account within 12 days from and after the date hereof, in accordance with contract stipulations.

(Signed triplicates.)

C. A. FULLER,
Supervisor Southwest Pass.

Received at New Orleans, August 16, 1860, of Lieutenant Colonel S. H. Long, United States agent, by the hand of C. A. Fuller, supervisor, four thousand four hundred and forty dollars, (\$4,440,) in full of above account.

(Signed triplicates)

THOMAS McCLELLAN.

Indorsed.

Approved October 1, 1860.

S. H. LONG,
Lieut. Col. Top. Engs., U. S. Agent.

STATE DEPARTMENT—CONTINGENT EXPENSES.

LETTER

FROM

THE SECRETARY OF STATE,

TRANSMITTING

A statement of the contingent expenses of that department.

DECEMBER 6, 1860.—Laid upon the table and ordered to be printed.

DEPARTMENT OF STATE, *Washington, December 3, 1860.*

SIR: The Secretary of State, in obedience to the twentieth section of the act entitled “An act legalizing and making appropriations for such necessary objects as have usually been included in the general appropriation bills without authority of law, and to fix and provide for certain incidental expenses of the departments and offices of the government, and for other purposes,” approved August 26, 1842, and the act making appropriations for the civil and diplomatic expenses of the government for the year 1836, (section 2,) has the honor to submit to Congress the accompanying statements—A, B, C, D, E, F, and G.

That marked A shows the manner in which the fund for the contingent expenses of the Department of State has been expended, so far as the disbursements have been made by the disbursing clerk of the department, during the fiscal year ending on the 30th of June, 1860.

B.—A statement of the balances of same appropriations remaining in the treasury on the 30th of June, 1860, and in the hands of the disbursing clerk.

C.—A precise and analytical statement of all moneys disbursed by the disbursing clerk of this department during the fiscal year ending on the 30th of June, 1860.

D.—A statement of disbursements from the fund for the contingent expenses of foreign intercourse for the year ending on the 30th of November, 1860.

E.—A statement of the contingent expenses of foreign intercourse from the 1st of December, 1859, to the 30th of November, 1860, other

than those paid by the agent of the Department of State, as stated by the Fifth Auditor.

F.—A statement of the contingent expenses of all the missions abroad during the fiscal year ending June 30, 1860, as stated by the Fifth Auditor.

G.—A statement of the contingent expenses of the Department of State during the fiscal year ending June 30, 1860, other than those paid by the disbursing clerk of the department, as stated by the Fifth Auditor.

I have the honor to be, sir, your obedient servant,

LEWIS CASS.

Hon. WILLIAM PENNINGTON,
Speaker of the House of Representatives.

A.

Statement of the manner in which the fund for the contingent expenses of the Department of State has been expended from July 1, 1859, to June 30, 1860, inclusive, including the publication and distribution of the laws.

To whom paid.	For what object.	Total.
Samuel Kirby.....	Furniture and repairs	\$191 50
C. Wendell.....	Binding books.....	359 75
C. Wendell.....	do.....	304 25
C. S. Fowler & Co.....	Cut goblets.....	3 75
Thomas Birch.....	Shelving in library.....	8 00
W. F. Bayly.....	Stationery.....	417 75
Thomas Birch.....	Carpenter's work	3 50
C. Wendell.....	Binding books	77 87
Thomas Birch	Wood boxes	11 50
A. L. Newton.....	Pins and brown cotton.....	11 85
W. F. Bayly.....	Stationery.....	335 00
L. F. Clark	Carpets, &c.....	505 55
Thomas Birch.....	Newspaper files.....	4 00
Parker & Spalding.....	Painting	4 00
Thomas Birch.....	Shelving cases.....	10 50
C. Wendell.....	Binding books.....	114 50
F. Wassmann.....	Repairing locks and new keys	7 75
Kidwell & Co.....	Soap, matches, &c.....	37 75
Samuel Kirby.....	Furniture and repairs	62 00
W. F. Bayly.....	Stationery, &c.....	530 07
C. S. Fowler.....	Basins and ewers, &c.....	12 38
Thomas Birch.....	Easing doors to cases.....	50
J. Jillard & Son.....	Sponge, gum arabic, &c.....	68 75
Joseph L. Savage.....	Spittoons, &c	28 37
C. Wendell.....	Binding books, &c.....	378 76
Jas. C. McGuire & Co.....	Furniture.....	67 00
W. F. Bayly	Stationery.....	463 00
A. G. Southall.....	Statuette of Jackson, bronze.....	50 00
Francis Lamb.....	Picture frames and glasses	47 00
Daniel Donaldson	Carpenter's work	1 50
C. Wendell.....	Binding newspapers, &c.....	315 00
Elisha Bell	Tennessee marble paper weights	15 00
Daniel Donaldson	Shelving	15 75
Samuel Lewis.....	Silver-plated ice pitcher.....	12 00
Parker & Spalding.....	Japanned tin labels	32 25
James H. Beall	Marble paper weights.....	9 00
C. Wendell.....	Binding books	239 50
James Williamson.....	Scrubbing steps and platforms	6 00
F. Lakemeyer	Livery of horse three months	54 00
Comstock & Cassidy	Publishing notice of death.....	1 00
Jos. L. Savage.....	Dusters, &c.....	4 50
Geo. W. Bowman	Advertising.....	58 56
Andrew J. Joyce	Repairs to carriage and shoeing horse.....	18 00
F. Wassmann.....	Repairing locks and hanging bell.....	16 00
Andrew J. Joyce.....	Carriage.....	225 00
Hiram Atkins.....	Publishing notice of death	1 00
Louisiana Courier	Publishing notice of deaths	18 00
Geo. W. Bowman	Advertising	2 69
Francis M. Taylor.....	Publishing notice of death	4 00
Johnson & Yerkes.....	do.....do.....	6 00
W. E. Stubbs.....	Omnibus, cartage, freight, &c.....	25 26

A—Continued.

To whom paid.	For what object.	Total.
Chas. H. Brown.....	Washing towels.....	\$17 25
Chas. McCarty.....	Acting as assistant messenger.....	75 00
A. La Truitte.....	do do.....	75 00
F. Lakemeyer.....	Livery of horse four months.....	72 00
L. Murphy.....	Repairs to harness, &c.....	5 75
James Williamson.....	Scrubbing steps and platforms.....	6 00
Geo. W. Bowman.....	Publishing notice of death.....	2 16
Magnetic Telegraph Co.....	Forwarding messages.....	5 90
Samuel Lewis.....	Winding clocks, &c.....	49 50
Geo. W. Bowman.....	Advertising.....	16 38
C. G. Eastman.....	Publishing notice of death.....	1 00
Joiner & Taylor.....	do do.....	2 00
Charles McCarty.....	Services as acting assistant messenger.....	75 00
A. La Truitte.....	do do.....	75 00
W. E. Stubbs.....	Omnibus, freight, cartage, &c.....	29 64
Charles H. Brown.....	Washing towels and passage linen.....	26 00
Beals, Greene & Co.....	Publishing notices of death.....	19 00
James Williamson.....	Scrubbing steps and platforms.....	6 00
Andrew J. Joyce.....	Repairs to carriage and shoeing horse.....	10 75
Laurence Murphy.....	Repairing harness, &c.....	12 00
Geo. W. Bowman.....	Advertising, &c.....	11 42
F. Lakemeyer.....	Livery of horse.....	18 00
John M. Butler.....	Print proof impression of "Washington".....	8 50
M. B. Brady.....	Photograph of General Cass.....	3 00
Beckhaus, Finkmann, & Co.....	Livery of horse.....	18 00
B. H. Richardson.....	Publishing notices of deaths.....	4 67
T. J. Phillips.....	do do.....	6 00
Jos. L. Noyes.....	Services as acting assistant messenger.....	75 00
Chas. McCarty.....	do do.....	75 00
W. E. Stubbs.....	Omnibus, hack-hire, freight, &c.....	40 46
Chas. H. Brown.....	Washing towels and passage linen.....	22 00
C. Finkmann & Co.....	Livery of horse one month and 18 days.....	28 80
James Williamson.....	Scrubbing steps and platforms.....	6 00
Samuel Lewis.....	Repairing clocks.....	25 50
O. Barrett & Co.....	Publishing notices of deaths.....	6 37
John M. Adams & Co.....	do do.....	40 50
Edward Barrett.....	Hack-hire carrying mails.....	38 50
Geo. W. Bowman.....	Publishing notices of deaths.....	14 50
John Gregson, M. R. C. V. S.....	Medical treatment of horse 43 days.....	43 00
E. H. Cushing.....	Publishing notice of death.....	2 00
Andrew J. Joyce.....	Repairing and painting carriage, shoeing horse, &c.....	94 05
W. D. Wallach.....	Advertising.....	34 00
John P. Heiss.....	do.....	34 00
W. E. Stubbs.....	Omnibus, freight, cartage, &c.....	39 58
C. H. Brown.....	Washing towels.....	18 00
Chas. McCarty.....	Services as acting assistant messenger.....	75 00
Jos. L. Noyes.....	do do.....	75 00
James Sheehy, agent.....	Books.....	13 50
John Miller, London.....	do.....	448 21
John Wiley.....	Annals British legislation.....	10 50
B. Chambers.....	Printing envelopes.....	7 50
J. D. B. DeBow.....	DeBow's Review.....	5 00
H. Wilson.....	New York Directories.....	5 00
Benjamin Chambers.....	Engraving plate and printing envelopes.....	30 00
John Miller, London.....	Books.....	219 49
Theodore Schrader.....	Map of St. Louis.....	5 00
W. H. & O. H. Morrison.....	Encyclopedia Britannica.....	11 00
H. W. Spencer, Paris.....	Books.....	9 98

A—Continued.

To whom paid.	For what paid.	Total.
Geo. Knapp & Co.	St. Louis Directory	\$3 00
B. Chambers.	Printing envelopes	3 75
Silliman & Dana	Silliman's Journal	5 00
D. J. Bishop.	Atlantic Monthly	3 00
T W. Fowler	Department Directories	3 50
John Miller, London	Books	680 67
Franck Taylor	do	46 26
W. H. Boyd	Washington Directories	10 00
H. W. Spencer, Paris	Books	37 48
Taylor & Maury	do	27 25
Taylor & Maury	Worcester's Dictionary	7 50
Crosby, Nichols & Co.	North American Review	10 00
S L. Weld	Parton's Life of Jackson	8 00
Franck Taylor	American Almanacs, &c.	35 00
John Miller, London	Books	340 32
H. W. Spencer, Paris	do	3 42
J. M. C. Ambruster	Manual Coins of the World	10 00
J. D. B DeBow	DeBow's Review	5 00
B. Chambers	Printing envelopes	5 00
Ch Lassalle	Courier des Etats-Unis, one year	8 00
John W. Forney	The Press, one year	6 00
W. C. Bryant & Co.	The Evening Post, six months	5 00
Gales & Seaton.	Six copies National Intelligencer, six months	30 00
Harney & Hughes	Louisville Democrat, 15 months	7 50
John Lockie	Two copies Baltimore Sun, six months	3 36
Lumsden, Kendall & Co.	New Orleans Picayune, 18 months	18 00
Mumm & Co.	Scientific American, one year	2 00
A S. Willington & Co	Charleston Courier, 2½ years	25 00
D. J. Bishop	Herald, Tribune, and Times, one year	37 20
William Dillow	Evening Star, eight months	1 96
Wm. W. Harding	Pennsylvania Inquirer, 1 year	8 00
Wm. Rice	Pennsylvanian, 4 years and 8 months	32 66
Gales & Seaton	Six copies National Intelligencer, 6 months	30 00
John Lockie	Two copies Baltimore Sun, 6 months	3 36
Richie, Dunnavant & Co.	Richmond Inquirer, 2 years	14 00
George W. Bowman	Five copies Constitution, 1 year	30 00
G. W. Clark & Co.	Mobile Advertiser, 5 years	50 00
Hallock, Hale & Hallock	Journal of Commerce, 1 year	10 00
Robert Mayo, jr.	38 days' services as extra clerk	114 00
John B Dimitry	Copying	15 20
Charles A. Forsyth	74 days' services as extra clerk	222 00
H. M. Smith	Copying	137 72
Thomas J. Johnston	102 days' services as extra clerk	306 00
Charles A. Forsyth	82 days' services as extra clerk	246 00
Robert Mayo, jr.	66 days' services as extra clerk	264 00
Robert Mayo, jr.	48 days' services as extra clerk	192 00
Thomas J. Johnston	78 days' services as extra clerk	234 00
Charles A. Forsyth	75 days' services as extra clerk	225 00
Jules St. Martin	49 days' services as extra clerk	147 00
J. M. Campbell	Publishing laws, &c., 2d session 35th Congress	106 50
Seibels & Wyatt	do	106 50
E. H. Cushing	do	106 50
J. M. Griswold	do	106 50
John Johns & Co.	do	106 50
Richie, Dunnavant, Tyler & Wise	do	106 50
A. A. Gaulding & Co.	do	106 50
Bradford, Miller & Simons	do	106 50
John W. Bennett	do	106 50

A—Continued

To whom paid.	For what object.	Total.
A. T. Whittlesey.....	Publishing laws, &c., 2d session 35th Congress	\$106 50
Thomas Tigar.....	do.....do.....	106 50
Thomas Morton.....	do.....do.....	106 50
Charles N. Pine.....	do.....do.....	106 50
Marcellus Emery.....	do.....do.....	106 50
G. E. Elford.....	do.....do.....	106 50
Fras. M. Taylor.....	do.....do.....	106 50
S. R. Adams.....	do.....do.....	106 50
Richey & Corey.....	do.....do.....	106 50
Beals, Greene & Co.....	do.....do.....	106 50
Holden & Wilson.....	do.....do.....	106 50
Thomas J. Key.....	do.....do.....	106 50
W. H. Babcock.....	do.....do.....	106 50
Hiram Atkins.....	do.....do.....	106 50
C. P. Johnson.....	do.....do.....	106 50
E. Barksdale.....	do.....do.....	106 50
O. Barrett & Co.....	do.....do.....	106 50
G. W. Guthrie.....	do.....do.....	106 50
E. G. Eastman & Co.....	do.....do.....	319 50
Robertson & Clark.....	do.....do.....	106 50
T. J. Phillips.....	do.....do.....	106 50
Thomas K. Robson.....	do.....do.....	106 50
C. C. Hemphill.....	do.....do.....	106 50
Osborn & Baldwin.....	do.....do.....	106 50
W. F. Storey.....	do.....do.....	106 50
Conley & Patrick.....	do.....do.....	213 00
John C. Noble.....	do.....do.....	106 50
J. E. Johnson.....	do.....do.....	106 50
John McClarty.....	Publishing laws, &c., 1st and 2d sessions 35th Congress.....	265 10
D. B. Taylor.....	Freight and charges on documents.....	162 85
N. B. Hubbard.....	do.....do.....	14 50
Hugh Moffett.....	Coopering boxes.....	2 25
Jos. L. Savage.....	Nails, screw-driver, &c.....	4 55
Thomas Birch.....	Making boxes for documents.....	6 37
Adams' Express Company.....	Freight and charges on documents.....	680 70
Thomas Birch.....	Making boxes for documents.....	23 37
W. P. Faherty.....	Furnishing paste for six months.....	5 00
D. B. Taylor.....	Freight and charges on documents.....	174 43
Thomas Birch.....	Making boxes for documents and shelving cases.....	19 50
James McGrann.....	Labor, moving boxes.....	2 40
John McGuire.....	do.....	2 40
W. P. Faherty.....	Services as packer and proof reader for quarter.....	350 00
Benj. Eggleston.....	Services as assistant packer and proof reader for quarter.....	187 50
P. H. Gaughran.....	Services as assistant packer and laborer for quarter.....	150 00
B. H. Richardson & Co.....	Publishing laws, &c., 2d session 35th Congress.....	106 50
Henry J. Leory.....	do.....do.....	106 50
William Sharp.....	do.....do.....	106 50
A. H. Marschalk.....	do.....do.....	106 50
Jones & Dyke.....	do.....do.....	106 50
R. D. Austin.....	do.....do.....	213 00
John M. Adams & Co.....	do.....do.....	106 50
P. Allen & Son.....	do.....do.....	106 50
Comstock & Cassidy.....	do.....do.....	106 50
Joiner & Taylor.....	do.....do.....	106 50
W. H. Gill & Co.....	do.....do.....	106 50
N. D. Hubbard.....	Freight on documents.....	1 75

A—Continued.

To whom paid.	For what object.	Total.
James McGrann and John McGuire.....	Moving boxes of documents.....	\$1 75
W. P. Faherty.....	Furnishing paste for 3 months.....	2 50
John M. Bernhisel.....	Freight on documents.....	249 70
Thomas Birch.....	Divisions in case.....	8 00
W. P. Faherty.....	Services as packer and proof reader for quarter.....	350 00
Benj. Eggleston.....	Services as assistant packer and proof reader for quarter.....	187 50
P. H. Gaughran.....	Services as assistant packer and laborer for quarter.....	150 00
Jos. L. Savage.....	Nails, &c.....	7 18
H. J. Strickler.....	Freight on documents.....	18 00
Thomas Birch.....	Boxes for documents.....	30 00
W. P. Faherty.....	Furnishing paste for 3 months.....	2 50
James F. Essex.....	Hoops.....	5 00
Adams' Express Company.....	Freight and chages on documents.....	54 36
Thomas Birch.....	Box.....	1 00
Daniel Donaldson.....	Boxes for documemts.....	30 00
W. P. Faherty.....	Services as packer and proof reader for quarter.....	350 00
Benj. Eggleston.....	Services as assistant packer and proof reader for quarter.....	187 50
P. H. Gaughran.....	Services as assistant packer and laborer for quarter.....	150 00
Daniel Donaldson.....	Boxes for documents.....	26 15
Seth W. Driggs.....	Publishing laws, &c., 2d session 35th Congress..	106 50
W. P. Faherty.....	Furnishing paste for 3 months.....	2 50
Daniel Donaldson.....	Boxes.....	3 75
W. P. Faherty.....	Services as packer and proof reader for quarter.....	350 00
Benj. Eggleston.....	Services as assistant packer and proof reader for quarter.....	187 50
P. H. Gaughran.....	Services as assistant packer and laborer for quarter.....	150 00
Edward Fursle.....	Publishing laws, &c., 2d session 35th Congress..	213 00
David Clarke.....	do.....do.....	106 50
W. G. T. Vault.....	do.....do.....	213 00

B.

Statement of the balances of appropriations for the incidental and contingent expenses of the State Department on June 30, 1860, including publishing and distribution of the laws, in the treasury and in the hands of the disbursing clerk.

Appropriations.	In the treasury.	In the hands of the disbursing clerk.
Extra clerk hire and copying.....	\$1,000 00	\$352 69
Stationery, blank books, binding, &c.....	4,250 00	796 10
Publishing the laws in pamphlet form, &c.....	31,033 50	3,673 66
Copper plate printing, books, and maps.....	2	552 92
Proof reading, packing, distributing the laws, &c.....	7,363 17	1,229 16
Newspapers.....	1,150 00	34 07
To purchase 50 copies Howard's Reports, &c.....	1,000 00	-----
Miscellaneous items.....	1,000 00	1,213 11
	46,796 69	7,851 71

F. BIGGER, *Register.*

TREASURY DEPARTMENT,
Register's Office, November 16, 1860.

C.

Analytical statement of all the moneys disbursed by the disbursing clerk of the Department of State during the fiscal year ending June 30, 1860.

For contingent and incidental expenses of the Department of State, including publishing and distributing the laws and documents, &c.....	\$21,783 64
For salaries of the Secretary of State, Assistant Secretary of State, and of the clerks, messenger, and assistant messenger, and laborers in his office..	57,800 00
For salaries of the watchmen and laborers of the northeast executive building.....	3,600 00
For contingent expenses of the northeast executive building.....	2,592 83
For contingent expenses of all the missions abroad.....	2,450 19
For contingent expenses of foreign intercourse.....	28,074 39
For expenses of rescuing citizens of the United States from shipwreck.....	6,241 19
For the purchase of blank books, stationery, arms of the United States, seals, presses, flags, and for the payment of postages and miscellaneous expenses of the consuls.....	22,855 20
For office rent for those consuls general, consuls, and commercial agents who are not allowed to trade.....	20,679 56
For preservation of the archives of the several consulates and commercial agents of the United States.....	2,120 51
For the suppression of the slave trade.....	7,576 90
	175,774 41

D.

Statement of expenditures from the fund for the contingent expenses of foreign intercourse from December 1, 1859, to November 30, 1860, inclusive, made agreeably to the second section of the act of May 9, 1836, entitled "An act making appropriations for the civil and diplomatic expenses of government for the year 1836."

To whom paid.	For what object.	Total.
Adams's Express Co.....	Freight and charges on boxes for legations.....	\$359 34
James Maguire	Compensation and expenses with treaty to Chili.	2, 133 01
W. A. Shannon.....	Expenses to and from Richmond on public business.....	22 00
W. E. Stubbs.....	Petty expenses for quarter	29 30
W. Carey Jones.....	Special agent to Central America, charged to him on the books of the treasury	6, 755 00
Henry Wykoff.....	Bearer of despatches to St. Petersburg, charged to him on the books of the treasury.....	1, 600 00
Francis J. Grund	Special agent to Europe, charged to him on the books of the treasury.....	1, 000 00
Washington City Post Office	Postage for the quarter	322 10
N. D. Hubbard	Despatch agent, Boston, compensation and expenses	206 00
D. B. Taylor	Despatch agent, New York, compensation and expenses	600 03
A. R. de La Reintree.....	Compensation and expenses with despatches from Vera Cruz.....	149 00
C. C. Rogers.....	Professional services in the case of Desling	150 00
Thos. Birch.....	Boxes for King of Siam.....	7 50
Geo. W. Bowman.....	Advertising exequatur.....	19 14
R. B. J. Twyman	Boat hire and portorage at Vera Cruz for quarter.....	38 56
Hunter Davidson	Expenses from and to Annapolis on public business	37 00
American Telegraph Co....	Forwarding messages.....	27 73
W. H. Vesey.....	Expenses sending despatch bags to Paris from Havre and returning.....	227 70
Adams's Express Co.....	Freight and charges on boxes to legations.....	77 20
H. W. Spencer	French newspapers	27 20
I. D. Andrews	Compensation and expenses as special agent to British North American Provinces.....	1, 159 16
Beverley Tucker.....	Expenses receiving and transmitting despatches, 6 months.....	242 00
Beverley Tucker.....	English newspapers	43 32
Z. B. Caverly	Expenses two trips from Lima and returning once with despatches	1, 166 50
I. W. Gorham.....	Expenses arresting, and examination of, criminals at Jerusalem.....	548 20
American Telegraph Co....	Forwarding messages.....	10 88
D. B. Taylor	Despatch agent, New York, compensation and expenses	738 02
W. E. Stubbs	Petty expenses for quarter.....	12 00
American Telegraph Co....	Forwarding messages	12 69
N. D. Hubbard.....	Despatch agent, Boston, compensation and expenses, quarter.....	206 25
Washington City Post Office	Postage for the quarter.....	297 08
H. Richey	Tin treaty boxes.....	14 00
Sam. Lewis.....	Silver treaty boxes.....	975 00
Colt's Pat. F. A. Man. Co ..	Pair Colt's pistols, case, cartridges, caps, &c....	279 00
American Telegraph Co....	Forwarding messages	13 72
Duff Green.....	Compensation and expenses as special agent....	1, 016 00

D—Continued.

To whom paid.	For what object.	Total.
H. W. Spencer	French newspapers	\$18 80
W. H. Vesey	Expenses sending despatch bags from Havre to Paris and returning	81 03
Sam. Lewis	Silver mountings and ornamental engraving for boxes	345 00
Geo. W. Bowman	Advertising exequatur	126 84
R. B. J. Twyman	Boat hire and portorage at Vera Cruz	38 56
J. C. Dirickson	Expenses procuring information at Apia, case of A. Van Camp	300 00
John Cullum	Printing passports	192 00
Jas. R. Snowden	Gold, silver, and bronze medals for presentation to Japanese	1,544 07
Jos. Shillington	5 vols. Schoolcraft's History of the Indian tribes	45 00
Edwin Jones	Binding books for presentation to the Japanese	229 00
Beverley Tucker	English newspapers	21 88
John Heart	Binding books for presentation to Japanese	166 00
C. Wendell	Treaty portfolios	97 50
W. E. Stubbs	Petty expenses for quarter	41 66
D. B. Taylor	Despatch agent, New York, compensation and expenses, quarter	805 34
N. D. Hubbard	Despatch agent, Boston, compensation and expenses, quarter	206 00
Magnetic Telegraph Co.	Forwarding messages	22 78
Sam Kirby	Boxes for Japan	75 00
Washington City Post Office ..	Postages for quarter	352 05
Leopold Bierwirth	Expenses attending arrest of Gustav Schilling ..	931 80
Adams's Express Co	Freight and expenses on boxes for legations ..	251 28
J. T. Pickett	Boat hire and portorage at Vera Cruz	36 72
Geo. W. Bowman	Advertising exequatur	22 44
F. J. Grund	Expenses sending despatch bags to Paris from Havre and returning	199 79
American Telegraph Co.	Forwarding messages	29 31
J. B. S. Dimitry	Compensation and expenses with treaty from Costa Rica	649 50
H. W. Spencer	French newspapers	41 10
Riggs & Co	Bill on London	138 12
W. H. Trescott	Expenses to, at, and from Bedford on public business	35 00
Beverley Tucker	Newspapers and receiving and forwarding despatches, 6 months	263 90
American Telegraph Co.	Forwarding messages	35 18
Wm. M. Browne	Advertising exequatur	24 00
Ordnance department	Ordnance for presentation to Japan	6,683 08
Sam. Lewis	Silver plate engraved and silver treaty box	66 60
Coast Survey	Maps and charts for Japan	173 67
W. E. Stubbs	Petty expenses for quarter	15 00
Henry Wykoff	Bearer of despatches to China, charged to him on the books of the treasury	1,200 00
N. D. Hubbard	Despatch agent, Boston, compensation and expenses, quarter	206 00
D. B. Taylor	Despatch agent, New York, compensation and expenses, quarter	753 28
Washington City Post Office ..	Postage for the quarter	276 55
O. E. Roberts	Compensation and expenses as bearer of records of the commission claims on China	1,416 32
J. Ernest Meiere	Expenses while acting as consul at Vera Cruz ..	80 00
Sam. Ricker	Expenses incurred in recovering a passport fraudulently obtained	35 33

D—Continued.

To whom paid.	For what object.	Total.
George E. Jillard	Making treaty seals.....	\$100 00
W. H. Esling	Expenses with treaty from Caracas.....	50 00
Charles J. D. Jones	Expenses as bearer of despatches from Bogota.....	203 34
F. J. Grund.....	Expenses sending despatch bags to Paris from Havre and returning.....	192 93
H. W. Spencer	Subscription to French newspapers.....	22 30
Sam. Lewis	Rosewood treaty boxes, silver mountings.....	1,014 00

E.

Statement of the contingent expenses of foreign intercourse, per adjustments of accounts at this office, other than those of the disbursing clerk of the Department of State, from December 1, 1859, to September 30, 1860, viz:

<i>Townsend Harris, late consul general to Japan.</i>		
For amount of his account from July 1, 1858, to September 30, 1859, consisting of payment to that government of its claim against two American citizens, Messrs. Reed and Dougherty, pay of an interpreter and his extraordinary expenses to Yeddo and back, and sundry miscellaneous items.....	\$3,898 27	
Losses in exchange.....	1,679 97	
		\$5,578 24
<i>John E. Ward, minister to China.</i>		
For amount of his expenses between January 15, 1859, and March 31, 1860, from going to and returning from Peking, the capital of the empire..		6,732 33
<i>John Miller, despatch agent at London.</i>		
For amount paid by him between April 1, 1859, and September 30, 1860, for receiving and forwarding despatches, parcels, and packages to and from the Secretary of State, United States consuls in foreign ports, and commanders of vessels abroad, £1,297 7s 7½d sterling, equal, at \$4 84, to..		6,279 32
		18,589 89

TREASURY DEPARTMENT,

Fifth Auditor's Office, November 30, 1860.

F.

Statement of the contingent expenses of all the missions abroad from July 1, 1859, to June 30, 1860, as shown by accounts adjusted at this office, other than what may have been paid by the disbursing clerk of the Department of State, viz :

<i>Augustus C. Dodge, late minister to Spain.</i>		
For amount of his contingent expenses from March 13 to April 18, 1859.....		\$52 72
<i>James W. Borden, commissioner to the Sandwich islands.</i>		
For amount of his contingencies from October 1, 1858, to June 30, 1860	\$274 92	
Losses in exchange.....	236 53	
		511 45
<i>E. G. W. Butler, secretary of legation to Prussia.</i>		
For losses in exchange from October 1, 1858, to June 30, 1860		68 34
<i>Peter Parker, minister to China.</i>		
For amount of his contingencies from September 10, 1855, to December 24, 1857	743 48	
Losses in exchange from March 31, 1856, to August 25, 1857..	6,331 38	
		7,074 86
<i>F. W. Pickens, late minister to Russia.</i>		
For amount of his contingencies from March 20, 1858, to June 30, 1860		2,190 78
<i>William T. Wright, secretary of legation to Brazil.</i>		
For losses in exchange from July 1, 1856, to March 7, 1859..		59 87
<i>George W. Lippett, secretary of legation to Austria.</i>		
For contingent expenses of that legation from July 1, 1858, to January 31, 1859.....	100 87	
Losses in exchange.....	200 87	
		301 73
<i>R. K. Meade, minister to Brazil.</i>		
For amount of his contingencies from April 1, 1859, to March 31, 1860.....	312 24	
Losses in exchange.....	522 16	
		834 40
<i>John W. Dana, late minister to Bolivia.</i>		
For amount of his contingencies from January 1 to July 20, 1859, including his expenses from La Paz, of \$549 81.....		666 06
<i>James B. Bowlin, late commissioner to Paraguay.</i>		
For amount of his contingencies from October 1, 1858, to June 30, 1859	1,140 74	
Losses in exchange	60 14	
		1,200 88

F—Continued.

<i>George M. Dallas, minister to Great Britain.</i>		
For amount of his contingencies from October 1, 1858, to June 30, 1860		\$5,270 99
<i>E. A. Turpin, minister to Venezuela.</i>		
For amount of his contingencies from July 25, 1858, to June 30, 1860		1,027 17
<i>J. Glancey Jones, minister to Austria.</i>		
For amount of his contingencies from November 28, 1858, to June 30, 1860		589 43
<i>Joseph A. Wright, minister to Prussia.</i>		
For amount of his contingencies from April 1, 1859, to June 30, 1860	\$967 37	
Losses in exchange,	405 24	
		1,372 61
<i>E. Y. Fair, minister to Belgium.</i>		
For amount of his contingent expenses from January 1, 1859, to June 30, 1860	536 81	
Losses in exchange	162 93	
		699 74
<i>Beverly L. Clarke, minister to Guatemala and Honduras.</i>		
For amount of his contingencies from January 1, 1859, to March 17, 1860		260 01
<i>George W. Morgan, minister to Portugal.</i>		
For amount of his contingencies from May 11, 1858, to June 30, 1860	1,095 21	
Losses in exchange	12 81	
		1,108 02
<i>Mirabeau B. Lamar, minister to Nicaragua and Costa Rica.</i>		
For amount of his contingencies from December 23, 1857, to September 10, 1859		135 00
<i>James M. Buchanan, minister to Denmark.</i>		
For amount of his contingencies from January 1, 1859, to June 30, 1860		829 35
<i>John M. Daniel, minister to Sardinia.</i>		
For amount of his contingencies from January 1, 1859, to June 30, 1860	758 00	
Losses in exchange	79 04	
		837 04
<i>Benjamin F. Angel, minister to Sweden.</i>		
For amount of his contingencies from January 1, 1859, to June 30, 1860	400 05	
Losses in exchange	445 87	
		845 92

F—Continued.

<i>Edwin De Leon, consul general at Alexandria, in Egypt.</i>		
For amount disbursed by him on account of this fund from January 1, 1858, to March 31, 1859, consisting of stationery, subscription to hospital, &c.....		\$220 23
<i>Baring Brothers & Co., bankers at London.</i>		
For amount of losses in exchange on bills purchased and remitted to them above par from February 11, 1859, to June 30, 1860.....		4,092 40
<i>John Bigler, minister to Chili.</i>		
For amount of his contingent expenses from January 1, 1859, to March 31, 1860.....		1,638 09
<i>Joseph R. Chandler, minister to the kingdom of the "Two Sicilies."</i>		
For amount of his contingencies from January 1, 1859, to June 30, 1860.....	\$1,100 17	
Losses in exchange.....	2 50	
		1,102 67
<i>J. Randolph Clay, minister to Peru.</i>		
For amount of his contingencies from January 1, 1859, to June 30, 1860.....		783 98
<i>Robert M. McLane, minister to Mexico.</i>		
For amount of his contingencies from March 7, 1859, to June 30, 1860.....		211 87
<i>Lewis Cass, jr., late minister to the Pontifical States.</i>		
For amount of his contingent expenses from January 1 to November 27, 1858.....	907 30	
Losses in exchange.....	398 32	
		1,305 62
<i>R. W. Woolley, secretary of legation to Spain.</i>		
For amount of his contingencies from December 22, 1858, to December 3, 1859.....	248 81	
Losses in exchange.....	23 51	
		272 32
<i>Henry C. Murphy, minister to Netherlands.</i>		
For amount of his contingencies from April 1, 1859, to June 30, 1860.....	426 64	
Losses in exchange.....	65 33	
		491 97
<i>Theodore S. Fay, minister to Switzerland.</i>		
For amount of his contingencies from July 1, 1858, to March 31, 1860.....	767 85	
Losses in exchange.....	368 85	
		1,136 70
<i>John Cotton Smith, minister to Bolivia.</i>		
For amount of his contingencies from July 1, 1859, to March 31, 1860.....		289 25

F—Continued.

<i>H. L. de La Reintree, secretary of legation to Spain.</i>		
For his losses in exchange from March 7 to November 14, 1859		\$3 87
<i>Buckingham Smith, secretary of legation to Spain.</i>		
For amount of his contingencies from June 5, 1855, to October 10, 1858	\$67 30	
Losses in exchange	142 69	
		209 99
<i>Townsend Harris, minister to Japan.</i>		
For amount of his losses in exchange from July 28 to September 30, 1859		1,268 02
<i>Benjamin C. Yancey, minister to Argentine Confederation.</i>		
For amount of his contingencies from August 12, 1858, to November 24, 1859	132 02	
Losses in exchange	693 96	
		825 98
<i>John Y. Mason, late minister to France.</i>		
For amount of his contingencies from July 1, 1858, to October 3, 1859	2,931 02	
Losses in exchange	264 69	
		3,195 71
<i>Carroll Spence, late minister to Turkey.</i>		
For his contingencies from January 1 to December 12, 1857 ..	2,299 84	
Losses in exchange	3,853 61	
		6,153 45
<i>Charles R. Buckalew, minister to Ecuador.</i>		
For his contingencies from January 1, 1859, to March 31, 1860	172 49	
Losses in exchange	372 83	
		545 32
<i>James Williams, minister to Turkey.</i>		
For amount of his contingencies from January 20 to December 31, 1859		1,046 89
<i>J. B. Wilbor, jr., assistant secretary of legation at Paris.</i>		
For his losses in exchange from January 1, 1858, to March 7, 1860		36 55
<i>John E. Ward, minister to China.</i>		
For his contingencies from January 15, 1859, to March 31, 1860	534 47	
Losses in exchange	1,279 73	
		1,814 20
<i>William Preston, minister to Spain.</i>		
For amount of his contingencies from December 8, 1858, to March 31, 1860, including his extraordinary expenses in following the residences of the court		2,514 56

F—Continued.

<i>C. Exmes, late minister to Venezuela.</i>		
For amount of contingencies during his late mission not before charged		\$50 00
<i>John P. Brown, secretary of legation and dragoman to Turkey.</i>		
For losses in exchange from December 31, 1858, to December 31, 1859		23 00
<i>Romaine Dillon, secretary of legation to Brazil.</i>		
For his losses in exchange from March 31, 1859, to March 4, 1860		82 37
<i>W. R. Calhoun, secretary of legation to France.</i>		
For losses in exchange from December 31, 1857, to March 4, 1860	\$67 76	
For contingencies from October 4, 1859, to March 4, 1860....	1,056 47	
		1,124 23
<i>John F. Cushman, minister to Argentine Confederation.</i>		
For his contingencies from August 2, 1859, to June 30, 1860..	89 00	
Losses in exchange	583 53	
		672 53
<i>Alexander Dimitry, minister to Costa Rica and Nicaragua.</i>		
For amount of his contingencies from August 15, 1859, to June 30, 1860		230 15
		57,278 29

TREASURY DEPARTMENT,
Fifth Auditor's Office, November 30, 1860.

G.

Statement of the contingent expenses of the Department of State, per adjustments of accounts at this office, other than those of its disbursing clerk, from July 1, 1859, to June 30, 1860, viz:

For amount paid Little, Brown & Co., for 11,000 copies (pamphlet form) of the Laws of the United States of 1859 and 1860, (1st session 36th Congress,) at 37½ cents per copy	\$4,125 00
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TREASURY DEPARTMENT,
Fifth Auditor's Office, November 30, 1860.

REGISTERED AMERICAN SEAMEN.

LETTER

FROM

THE SECRETARY OF STATE,

TRANSMITTING

An abstract of returns of registered American seamen.

DECEMBER 10, 1860.—Laid upon the table, and ordered to be printed.

DEPARTMENT OF STATE, *Washington, December 6, 1860.*

SIR: In compliance with the act of Congress of March 2, 1799, I have the honor to communicate an abstract of the returns made to this department by collectors of the customs, pursuant to the act of May 28, 1796, for the relief and protection of American seamen, showing the number of seamen registered in the several ports of entry of the United States during the year ending September 30, 1860.

I have the honor to transmit also, herewith, a statement exhibiting the number of seamen registered in the United States during each of the last twenty-one years, namely, from September 30, 1839, to September 30, 1860; and to be, sir, your obedient servant,

LEWIS CASS.

Hon. WILLIAM PENNINGTON,
Speaker of the House of Representatives.

Abstract of returns of American seamen registered in the several ports of entry of the United States during the year ending September 30, 1860.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
MAINE.		
PORTLAND AND FALMOUTH.		
4th quarter 1859, Moses Macdonald, collector	156	1
1st quarter 1860 do	184	2
2d quarter 1860 do	165	2
3d quarter 1860 do	78	4
Total	583	9
PASSAMAQUODDY.		
4th quarter 1859, Robert Burns, collector	33	
1st quarter 1860 do	16	1
2d quarter 1860 do	40	
3d quarter 1860 do	75	1
Total	164	2
BANGOR.		
4th quarter 1859, D. F. Leavitt, collector	56	1
1st quarter 1860 do	20	
2d quarter 1860 do	46	
3d quarter 1860 do	79	1
Total	201	2
BATH.		
4th quarter 1859, Joseph Berry, collector	35	1
1st quarter 1860, James H. Nichols, collector	12	
2d quarter 1860 do	10	
3d quarter 1860 do	14	1
Total	71	2
MACHIAS.		
4th quarter 1859, A. F. Parlin, collector	13	1
1st quarter 1860 do	12	
2d quarter 1860 do	12	
3d quarter 1860 do	11	
Total	48	1

ABSTRACT—Continued.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
MAINE—Continued.		
WALDOBORO'.		
4th quarter 1859, John H. Kennedy, collector	12	1
1st quarter 1860 do	2	
2d quarter 1860 do	15	
3d quarter 1860 do	12	
Total	41	1
WISCASSET.		
4th quarter 1859		
1st quarter 1860		
2d quarter 1860, T. Cunningham, collector	7	1
3d quarter 1860 do	3	
Total	10	1
FRENCHMAN'S BAY.		
4th quarter 1859		
1st quarter 1860		
2d quarter 1860, T. D. Jones, collector	6	1
3d quarter 1860 do	2	
Total	8	1
SACO.		
4th quarter 1859, A. A. Hanscom, collector	4	
1st quarter 1860 do	3	
2d quarter 1860		
3d quarter 1860		
Total	7	
KENNEBUNK.		
4th quarter 1859, John Cousens, collector	7	
1st quarter 1860		
2d quarter 1860, E. Cousens, deputy collector	11	
3d quarter 1860 do	8	
Total	26	
PENOBSCOT.		
4th quarter 1859		
1st quarter 1860		
2d quarter 1860, J. R. Redman, collector	8	
3d quarter 1860		
Total	8	

ABSTRACT—Continued.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
NEW HAMPSHIRE.		
PORTSMOUTH.		
4th quarter 1859, Augustus Jenkins, collector	15	-----
1st quarter 1860 do	1	-----
2d quarter 1860 do	8	2
3d quarter 1860 do	7	-----
Total	31	2
MASSACHUSETTS.		
BOSTON.		
4th quarter 1859, Arthur W. Austin, collector	233	9
1st quarter 1860, James S. Whitney, collector	151	10
2d quarter 1860 do	210	21
3d quarter 1860 do	222	8
Total	816	48
NEW BEDFORD.		
4th quarter 1859, C. B. H. Fessenden, collector	507	-----
1st quarter 1860 do	93	-----
2d quarter 1860 do	532	7
3d quarter 1860 do	483	1
Total	1,615	8
NEWBURYPORT.		
4th quarter 1859, James Blood, collector	19	-----
1st quarter 1860 do	10	-----
2d quarter 1860 do	13	-----
3d quarter 1860 do	10	-----
Total	52	-----
SALEM AND BEVERLY.		
4th quarter 1859, William B. Pike, collector	40	-----
1st quarter 1860 do	32	2
2d quarter 1860 do	33	2
3d quarter 1860 do	32	1
Total	137	5
GLOUCESTER.		
4th quarter 1859	-----	-----
1st quarter 1860	-----	-----
2d quarter 1860, G. Babson, collector	8	-----
3d quarter 1860 do	2	-----
Total	10	-----

ABSTRACT—Continued.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
MASSACHUSETTS—Continued.		
MARBLEHEAD.		
4th quarter 1859, William Bartoll, collector.....	1	
1st quarter 1860.....do.....	4	1
2d quarter 1860.....do.....	12	1
3d quarter 1860.....do.....	2	
Total.....	19	2
PLYMOUTH.		
4th quarter 1859, W. Wadsworth, collector.....	7	
1st quarter 1860.....		
2d quarter 1860, W. Wadsworth, collector.....	11	
3d quarter 1860.....do.....	3	
Total.....	21	
BARNSTABLE.		
4th quarter 1859, S. B. Phinney, collector.....	3	
1st quarter 1860.....do.....	1	
2d quarter 1860.....do.....	5	
3d quarter 1860.....do.....	1	
Total.....	10	
NANTUCKET.		
4th quarter 1859, E. W. Allen, collector.....	16	1
1st quarter 1860.....		
2d quarter 1860, E. W. Allen, collector.....	45	
3d quarter 1860.....do.....	25	
Total.....	86	1
EDGARTOWN.		
4th quarter 1859, Constant Norton, collector.....	9	
1st quarter 1860.....do.....	2	
2d quarter 1860, Ira Darrow, collector.....	18	
3d quarter 1860.....do.....	5	
Total.....	34	
FALL RIVER.		
4th quarter 1859, P. W. Leland, collector.....	2	
1st quarter 1860.....do.....	1	
2d quarter 1860.....		
3d quarter 1860, P. W. Leland, collector.....	5	
Total.....	8	

ABSTRACT—Continued.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
RHODE ISLAND.		
BRISTOL AND WARREN.		
4th quarter 1859, George H. Reynolds, collector	5	-----
1st quarter 1860	7	-----
2d quarter 1860	1	-----
3d quarter 1860	5	-----
Total	18	-----
NEWPORT.		
4th quarter 1859, Gilbert Chase, collector	16	-----
1st quarter 1860	8	-----
2d quarter 1860	3	-----
3d quarter 1860	7	-----
Total	34	-----
PROVIDENCE.		
4th quarter 1859, James A. Aborn, collector	11	-----
1st quarter 1860	14	-----
2d quarter 1860	16	-----
3d quarter 1860	11	-----
Total	52	-----
CONNECTICUT.		
NEW LONDON.		
4th quarter 1859	-----	-----
1st quarter 1860, J. P. C. Mather, collector	6	-----
2d quarter 1860	9	1
3d quarter 1860	2	-----
Total	17	1
NEW HAVEN.		
4th quarter 1859	-----	-----
1st quarter 1860, M. A. Osborn, collector	7	1
2d quarter 1860	6	-----
3d quarter 1860	4	-----
Total	17	1
MIDDLETOWN.		
4th quarter 1859	-----	-----
1st quarter 1860	-----	-----
2d quarter 1860, P. Fagan, collector	4	-----
3d quarter 1860	2	-----
Total	6	-----

ABSTRACT—Continued.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
NEW YORK.		
NEW YORK CITY.		
4th quarter 1859, Augustus Schell, collector.....	69	18
1st quarter 1860.....do.....	58	5
2d quarter 1860.....do.....	60	6
3d quarter 1860.....do.....	70	18
Total.....	257	47
SAG HARBOR.		
4th quarter 1859.....		
1st quarter 1860.....		
2d quarter 1860, J. M. Terbell, collector.....	7	
3d quarter 1860.....		
Total.....	7	
NEW JERSEY.		
NEWARK.		
4th quarter 1859.....		
1st quarter 1860.....		
2d quarter 1860.....		
3d quarter 1860, J. Van Wagener, deputy collector.....	1	
Total.....	1	
PENNSYLVANIA.		
PHILADELPHIA.		
4th quarter 1859, J. B. Baker, collector.....	129	6
1st quarter 1860.....do.....	145	1
2d quarter 1860.....do.....	197	10
3d quarter 1860.....do.....	145	10
Total.....	616	27
MARYLAND.		
BALTIMORE.		
4th quarter 1859, J. T. Mason, collector.....	2	
1st quarter 1860.....do.....	12	2
2d quarter 1860.....do.....	4	2
3d quarter 1860.....do.....	8	
Total.....	26	4

ABSTRACT—Continued.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
VIRGINIA.		
RICHMOND.		
4th quarter 1859, W. M. Harrison, collector	1	-----
1st quarter 1860	-----	-----
2d quarter 1860	-----	-----
3d quarter 1860, W. M. Harrison, collector	7	-----
Total	8	-----
ALEXANDRIA.		
4th quarter 1859, E. S. Hough, collector	3	-----
1st quarter 1860	2	-----
2d quarter 1860	3	-----
3d quarter 1860	3	-----
Total	11	-----
NORFOLK AND PORTSMOUTH.		
4th quarter 1859, J. J. Simkins, collector	73	-----
1st quarter 1860	68	1
2d quarter 1860	67	-----
3d quarter 1860	87	-----
Total	295	1
NORTH CAROLINA.		
PLYMOUTH.		
4th quarter 1859, J. Hamsey, collector	6	-----
1st quarter 1860	6	-----
2d quarter 1860	4	-----
3d quarter 1860	7	-----
Total	23	-----
NEWBERN.		
4th quarter 1859	-----	-----
1st quarter 1860, W. G. Singleton, collector	3	-----
2d quarter 1860	2	-----
3d quarter 1860	3	-----
Total	8	-----
EDENTON.		
4th quarter 1859, E. Wright, collector	6	-----
1st quarter 1860	-----	-----
2d quarter 1860, E. Wright, collector	2	-----
3d quarter 1860	-----	-----
Total	8	-----

ABSTRACT—Continued.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
NORTH CAROLINA—Continued.		
CAMDEN.		
4th quarter 1859.....		
1st quarter 1860, L. D. Starke, collector.....	10	
2d quarter 1860.....		
3d quarter 1860, L. D. Starke, collector.....	3	
Total.....	13	
WASHINGTON.		
4th quarter 1859.....		
1st quarter 1860.....		
2d quarter 1860, H. F. Hancock, collector.....	1	
3d quarter 1860.....		
Total.....	1	
SOUTH CAROLINA.		
CHARLESTON.		
4th quarter 1859, W. F. Colcock, collector.....	19	
1st quarter 1860.....do.....	17	3
2d quarter 1860.....do.....	6	
3d quarter 1860.....do.....	7	1
Total.....	49	4
FLORIDA.		
KEY WEST.		
4th quarter 1859, J. P. Baldwin, collector.....	11	1
1st quarter 1860.....do.....	8	
2d quarter 1860.....do.....	5	
3d quarter 1860.....do.....	2	
Total.....	26	1
ST. MARK'S.		
4th quarter 1859.....		
1st quarter 1860.....		
2d quarter 1860, A. B. Noyes, collector.....	23	2
3d quarter 1860.....do.....	12	2
Total.....	35	4

ABSTRACT—Continued.

Quarterly returns in each district.	Citizens.	
	Native.	Naturalized.
ALABAMA.		
MOBILE.		
4th quarter 1859, T. Sanford, collector	1	-----
1st quarter 1860.....do.....	2	-----
2d quarter 1860	-----	-----
3d quarter 1860	-----	-----
Total	3	-----
LOUISIANA.		
NEW ORLEANS.		
4th quarter 1859, F. H. Hatch, collector.....	51	3
1st quarter 1860.....do.....	67	3
2d quarter 1860, P. E. Walden, deputy collector	113	21
3d quarter 1860	5	2
Total	236	29
TEXAS.		
GALVESTON.		
4th quarter 1859.....	-----	-----
1st quarter 1860.....	-----	-----
2d quarter 1860, H. Stuart, collector	1	-----
3d quarter 1860	-----	-----
Total	1	-----

AMERICAN SEAMEN.

11

RECAPITULATION.

States.	Citizens.		
	Native.	Naturalized	Total.
Maine.....	1,167	19	1,186
New Hampshire.....	31	2	33
Massachusetts.....	2,808	64	2,872
Rhode Island.....	104	—	104
Connecticut.....	40	2	42
New York.....	264	47	311
New Jersey.....	1	—	1
Pennsylvania.....	616	27	643
Maryland.....	26	4	30
Virginia.....	314	1	315
North Carolina.....	53	—	53
South Carolina.....	49	4	53
Florida.....	61	5	66
Alabama.....	3	—	3
Louisiana.....	236	29	265
Texas.....	1	—	1
Total.....	5,774	204	5,978

Statement exhibiting the number of American seamen registered in the United States during each of the last twenty-one years, namely, from September 30, 1839, to September 30, 1860.

Year ending—	Native.	Naturalized.	Total.
September 30, 1840.....	7,951	140	8,091
1841.....	9,015	148	9,163
1842.....	7,738	160	7,898
1843.....	7,084	92	7,176
1844.....	8,220	147	8,367
1845.....	8,450	129	8,579
1846.....	8,018	105	8,123
1847.....	6,867	122	6,989
1848.....	8,159	92	8,251
1849.....	9,843	241	10,084
1850.....	8,998	193	9,191
1851.....	8,565	171	8,736
1852.....	9,863	286	10,149
1853.....	9,010	253	9,263
1854.....	8,617	302	8,919
1855.....	9,386	300	9,686
1856.....	7,859	257	8,116
1857.....	7,923	221	8,144
1858.....	6,579	310	6,889
1859.....	6,640	400	7,040
1860.....	5,774	204	5,978

Year	Number of Slaves	Value of Slaves	State	Total
1800	1,000	100,000	...	...
1801	1,000	100,000	...	...
1802	1,000	100,000	...	...
1803	1,000	100,000	...	...
1804	1,000	100,000	...	...
1805	1,000	100,000	...	...
1806	1,000	100,000	...	...
1807	1,000	100,000	...	...
1808	1,000	100,000	...	...
1809	1,000	100,000	...	...
1810	1,000	100,000	...	...
1811	1,000	100,000	...	...
1812	1,000	100,000	...	...
1813	1,000	100,000	...	...
1814	1,000	100,000	...	...
1815	1,000	100,000	...	...
1816	1,000	100,000	...	...
1817	1,000	100,000	...	...
1818	1,000	100,000	...	...
1819	1,000	100,000	...	...
1820	1,000	100,000	...	...
1821	1,000	100,000	...	...
1822	1,000	100,000	...	...
1823	1,000	100,000	...	...
1824	1,000	100,000	...	...
1825	1,000	100,000	...	...
1826	1,000	100,000	...	...
1827	1,000	100,000	...	...
1828	1,000	100,000	...	...
1829	1,000	100,000	...	...
1830	1,000	100,000	...	...
1831	1,000	100,000	...	...
1832	1,000	100,000	...	...
1833	1,000	100,000	...	...
1834	1,000	100,000	...	...
1835	1,000	100,000	...	...
1836	1,000	100,000	...	...
1837	1,000	100,000	...	...
1838	1,000	100,000	...	...
1839	1,000	100,000	...	...
1840	1,000	100,000	...	...
1841	1,000	100,000	...	...
1842	1,000	100,000	...	...
1843	1,000	100,000	...	...
1844	1,000	100,000	...	...
1845	1,000	100,000	...	...
1846	1,000	100,000	...	...
1847	1,000	100,000	...	...
1848	1,000	100,000	...	...
1849	1,000	100,000	...	...
1850	1,000	100,000	...	...

Statement exhibiting the number of American slaves imported in the United States during each of the last twenty years, commencing from January 30, 1830, to September 30, 1850.

Year	Number of Slaves	Value of Slaves	State	Total
1830	1,000	100,000	...	...
1831	1,000	100,000	...	...
1832	1,000	100,000	...	...
1833	1,000	100,000	...	...
1834	1,000	100,000	...	...
1835	1,000	100,000	...	...
1836	1,000	100,000	...	...
1837	1,000	100,000	...	...
1838	1,000	100,000	...	...
1839	1,000	100,000	...	...
1840	1,000	100,000	...	...
1841	1,000	100,000	...	...
1842	1,000	100,000	...	...
1843	1,000	100,000	...	...
1844	1,000	100,000	...	...
1845	1,000	100,000	...	...
1846	1,000	100,000	...	...
1847	1,000	100,000	...	...
1848	1,000	100,000	...	...
1849	1,000	100,000	...	...
1850	1,000	100,000	...	...
1851	1,000	100,000	...	...
1852	1,000	100,000	...	...
1853	1,000	100,000	...	...
1854	1,000	100,000	...	...
1855	1,000	100,000	...	...
1856	1,000	100,000	...	...
1857	1,000	100,000	...	...
1858	1,000	100,000	...	...
1859	1,000	100,000	...	...
1860	1,000	100,000	...	...

DISTANCE TO RESIDENCES OF SENATORS AND REPRESENTATIVES.

LETTER

FROM

THE POSTMASTER GENERAL,

TRANSMITTING

A statement showing the distance from the post office of members of Congress to Washington city.

DECEMBER 11, 1860.—Referred to the Committee on Mileage and ordered to be printed.

POST OFFICE DEPARTMENT,
December 10, 1860.

SIR: I have the honor to transmit herewith the information called for by the resolution of June 23, 1860, by which the Postmaster General is requested "to furnish to the House, at the commencement of the next session, a statement of the distance by the usual mail route from the post office of each senator and representative in Congress to the city of Washington."

Very respectfully, your obedient servant,

J. HOLT, *Postmaster General.*

Hon. WILLIAM PENNINGTON,

Speaker of the House of Representatives.

Statement of the distance by the usual mail route from the post office of each senator and representative in Congress to the city of Washington.

SENATORS.

Names.	Post office.	Distance from Washington.
H. B. Anthony.....	Providence, Rhode Island.....	420
J. A. Bayard.....	Wilmington, Delaware.....	112
J. P. Benjamin.....	New Orleans, Louisiana.....	1,276
William Bigler.....	Clearfield, Pennsylvania.....	275
K. S. Bingham.....	Kensington, Michigan.....	735
Thomas Bragg.....	Raleigh, North Carolina.....	315
J. D. Bright.....	Jeffersonville, Indiana.....	790
A. G. Brown.....	Terry, Mississippi.....	1,110
S. Cameron.....	Harrisburg, Pennsylvania.....	126
Z. Chandler.....	Detroit, Michigan.....	699
J. Chesnut.....	Camden, South Carolina.....	588
D. Clark.....	Manchester, New Hampshire.....	520
C. C. Clay.....	Huntsville, Alabama.....	721
T. L. Clingman.....	Ashville, North Carolina.....	590
J. Collamer.....	Woodstock, Vermont.....	513
J. J. Crittenden.....	Frankfort, Kentucky.....	857
J. Davis.....	Hurricane, Mississippi.....	1,374
J. Dixon.....	Hartford, Connecticut.....	344
J. R. Doolittle.....	Racine, Wisconsin.....	997
S. A. Douglas.....	Chicago, Illinois.....	840
C. Durkee.....	Kenosha, Wisconsin.....	1,007
W. P. Fessenden.....	Portland, Maine.....	576
G. N. Fitch.....	Logansport, Indiana.....	764
B. Fitzpatrick.....	Wetumpka, Alabama.....	1,034
S. Foot.....	Rutland, Vermont.....	466
L. F. S. Foster.....	Norwich, Connecticut.....	371
J. S. Green.....	Canton, Missouri.....	1,092
J. W. Grimes.....	Burlington, Iowa.....	1,050
W. M. Gwin.....	San Francisco, California, <i>via</i> El Paso.....	3,789
	<i>via</i> Aspinwall.....	5,792
J. P. Hale.....	Dover, New Hampshire.....	536
H. Hamlin.....	Hampden, Maine.....	719
J. H. Hammond.....	Beech Island, South Carolina.....	680
J. Harlan.....	Mount Pleasant, Iowa.....	1,078
J. Hemphill.....	Austin, Texas.....	1,818
R. M. T. Hunter.....	Lloyds, Virginia.....	112
A. Iverson.....	Columbus, Georgia.....	937
R. W. Johnson.....	Pine Bluffs, Arkansas.....	1,315
A. Johnson.....	Greenville, Tennessee.....	439
A. Kennedy.....	Baltimore, Maryland.....	40
P. King.....	Ogdensburg, New York.....	659
J. Lane.....	Winchester, Oregon, <i>via</i> El Paso.....	4,362
	<i>via</i> Aspinwall.....	6,365
M. S. Latham.....	San Francisco, California, <i>via</i> El Paso.....	3,789
	<i>via</i> Aspinwall.....	5,792
S. R. Mallory.....	Pensacola, Florida.....	1,191
J. M. Mason.....	Winchester, Virginia.....	135
A. O. P. Nicholson.....	Columbia, Tennessee.....	818
J. A. Pearce.....	Chestertown, Maryland.....	134
T. Polk.....	St. Louis, Missouri.....	994

STATEMENT—Continued.

Names.	Post office.	Distance from Washington.
L. W. Powell	Henderson, Kentucky	909
G. E. Pugh	Cincinnati, Ohio	654
H. M. Rice	St. Paul, Minnesota	1,347
W. Saulsbury	Georgetown, Delaware	203
W. K. Sebastian	Helena, Arkansas	1,033
W. H. Seward	Auburn, New York	550
J. F. Simmons	Providence, Rhode Island	420
J. Slidell	New Orleans, Louisiana	1,276
C. Sumner	Boston, Massachusetts	468
J. C. Ten Eyck	Mount Holly, New Jersey	167
J. R. Thomson	Princeton, New Jersey	185
R. Toombs	Washington, Georgia	747
L. Trumbull	Alton, Illinois	1,019
B. F. Wade	Jefferson, Ohio	576
L. T. Wigfall	Marshall, Texas	1,416
M. S. Wilkinson	Mankato, Minnesota	1,437
H. Wilson	Natick, Massachusetts	451
D. H. Yulee	Homossassa, Florida	941

REPRESENTATIVES.

Charles F. Adams	Quincy, Massachusetts	476
G. Adams	Barboursville, Kentucky	852
G. B. Adrain	New Brunswick, New Jersey	201
C. Aldrich	Minneapolis, Minnesota	1,357
W. Allen	Greenville, Ohio	650
J. B. Alley	Lynn, Massachusetts	479
T. L. Anderson	Palmyra, Missouri	1,086
W. C. Anderson	Danville, Kentucky	790
J. M. Ashley	Toledo, Ohio	626
J. D. Ashmore	Anderson, South Carolina	703
W. T. Avery	Memphis, Tennessee	933
E. Babbitt	Erie, Pennsylvania	483
W. Barksdale	Columbus, Mississippi	954
T. J. Barr	New York, New York	232
J. R. Barrett	St. Louis, Missouri	994
C. L. Beale	Kinderhook, New York	360
J. A. Bingham	Cadiz, Ohio	425
S. S. Blair	Hollidaysburg, Pennsylvania	262
H. G. Blake	Medina, Ohio	541
T. L. Bacock	Appomatox C. H., Virginia	230
M. L. Bonham	Edgefield, South Carolina	698
A. R. Boteler	Shepherdstown, Virginia	119
J. E. Bouligny	New Orleans, Louisiana	1,276
W. Boyce	Winnsboro', South Carolina	615
R. B. Brabson	Chattanooga, Florida	623
L. O'B. Branch	Raleigh, North Carolina	315
W. D. Brayton	Warwick, Rhode Island	409
G. Briggs	New York, New York	232
F. M. Bristow	Elkton, Kentucky	952
J. Y. Brown	Elizabethtown, Kentucky	834
J. Buffinton	Fall River, Massachusetts	412

STATEMENT—Continued.

Names.	Post office.	Distance from Washington.
J. C. Burch.....	Weaverville, California, <i>via</i> El Paso	4, 130
	<i>via</i> Aspinwall.....	6, 133
A. Burlingame.....	Cambridge, Massachusetts.....	472
H. C. Burnett.....	Cadiz, Kentucky.....	992
A. A. Burnham.....	Windham, Connecticut.....	378
S. M. Burroughs.....	Medina, New York.....	434
M. Butterfield.....	Palmyra, New York.....	417
J. H. Campbell.....	Pottsville, Pennsylvania.....	235
J. Carey.....	Carey, Ohio.....	614
L. C. Carter.....	Flushing, New York.....	242
Charles Case.....	Fort Wayne, Indiana.....	692
H. F. Clark.....	New York, New York.....	232
J. B. Clark.....	Fayette, Missouri.....	1, 159
S. Clemens.....	Wheeling, Virginia.....	401
D. Clopton.....	Tuskegee, Alabama.....	984
W. R. W. Cobb.....	Bellefonte, Alabama.....	674
C. B. Cochrane.....	Schenectady, New York.....	393
J. Cochrane.....	New York, New York.....	232
S. Colfax.....	South Bend, Indiana.....	784
R. Conkling.....	Utica, New York.....	471
G. B. Cooper.....	Jackson, Michigan.....	775
T. Corwin.....	Lebanon, Ohio.....	637
J. Covode.....	Lockport Station, Pennsylvania.....	313
S. S. Cox.....	Columbus, Ohio.....	534
J. Craig.....	St. Joseph's, Missouri.....	1, 300
B. Craige.....	Salisbury, North Carolina.....	447
M. J. Crawford.....	Columbus, Georgia.....	937
J. L. M. Curry.....	Taladega, Alabama.....	773
S. R. Curtis.....	Keokuk, Iowa.....	1, 100
T. G. Davidson.....	Baton Rouge, Louisiana.....	1, 407
H. W. Davis.....	Baltimore, Maryland.....	40
J. G. Davis.....	Rockville, Indiana.....	825
R. Davis.....	Aberdeen, Mississippi.....	905
H. L. Dawes.....	North Adams, Massachusetts.....	421
D. C. De Jarnette.....	Bowling Green, Virginia.....	95
C. Delano.....	Northampton, Massachusetts.....	387
W. W. Dimmick.....	Honesdale, New York.....	293
R. H. Duel.....	Cortland V., New York.....	490
W. M. Dunn.....	Madison, Indiana.....	751
S. Edgerton.....	Tallmadge, Ohio.....	485
H. A. Edmundson.....	Salem, Virginia.....	238
Thomas M. Edwards.....	Keene, New Hampshire.....	443
T. D. Eliot.....	New Bedford, Massachusetts.....	438
A. Ely.....	Rochester, New York.....	394
W. H. English.....	Lexington, Indiana.....	772
E. Estabrook.....	Omaha, Nebraska Territory.....	1, 453
E. Etheridge.....	Dresden, Tennessee.....	1, 006
J. F. Farnsworth.....	Chicago, Illinois.....	840
R. E. Fenton.....	Frewsburg, New York.....	480
O. S. Ferry.....	Norwalk, Connecticut.....	277
T. B. Florence.....	Philadelphia, Pennsylvania.....	142
S. C. Foster.....	Pembroke, Maine.....	826
P. B. Fouke.....	Belleville, Illinois.....	1, 008
A. Frank.....	Warsaw, New York.....	410
E. B. French.....	Damariscotta, Maine.....	638

STATEMENT—Continued.

Names.	Post offices.	Distances from Washington.
R. H. M. Garnett.....	Loretto, Virginia.....	104
L. J. Gartrell.....	Atlanta, Georgia.....	844
J. A. Gilmer.....	Greensboro', North Carolina.....	397
D. W. Gooch.....	Melrose, Massachusetts.....	475
J. H. Graham.....	Delhi, New York.....	433
G. A. Grow.....	Glenwood, Pennsylvania.....	290
J. A. Gurley.....	Cincinnati, Ohio.....	654
J. T. Hale.....	Bellefonte, Pennsylvania.....	218
C. Hall.....	Warren, Pennsylvania.....	549
A. J. Hamilton.....	Austin, Texas.....	1,818
T. Hardeman.....	Macon, Georgia.....	837
J. M. Harris.....	Baltimore, Maryland.....	40
J. T. Harris.....	Harrisonburg, Virginia.....	147
J. B. Haskin.....	Fordham, New York.....	244
R. Hatton.....	Lebanon, Tennessee.....	805
G. S. Hawkins.....	Pensacola, Florida.....	1,191
W. Helmick.....	New Philadelphia, Ohio.....	486
J. Hickman.....	West Chester, Pennsylvania.....	173
J. Hill.....	Madison, Georgia.....	775
T. C. Hindman.....	Helena, Arkansas.....	1,033
C. B. Hoard.....	Watertown, New York.....	558
W. S. Holman.....	Aurora, Indiana.....	679
W. H. Hooper.....	Salt Lake City, Utah Territory.....	2,450
G. S. Houston.....	Athens, Alabama.....	760
W. Howard.....	Batavia, Ohio.....	677
G. W. Hughes.....	West River, Maryland.....	57
J. Humphrey.....	Brooklyn, New York.....	233
J. Hutchins.....	Warren, Ohio.....	470
W. Irvine.....	Corning, New York.....	314
J. Jackson.....	Athens, Georgia.....	787
A. G. Jenkins.....	Green Bottom, Virginia.....	550
J. J. Jones.....	Waynesboro', Georgia.....	703
B. F. Junkin.....	New Bloomfield, Pennsylvania.....	159
L. M. Keitt.....	Orangeburg, South Carolina.....	611
F. W. Kellogg.....	Grand Rapids, Michigan.....	888
W. Kellogg.....	Canton, Illinois.....	1,033
W. S. Kenyon.....	Kingston, New York.....	326
D. Kilgore.....	Muncietown, Indiana.....	713
J. W. Killinger.....	Lebanon, Pennsylvania.....	152
J. M. Kunkel.....	Frederick, Maryland.....	83
J. Q. C. Lamar.....	Abbeville, Mississippi.....	926
J. M. Landrum.....	Shreveport, Louisiana.....	1,375
C. H. Larrabee.....	Horicon, Wisconsin.....	1,024
D. C. Leach.....	Lansing, Michigan.....	819
J. M. Leach.....	Lexington, North Carolina.....	430
S. F. Leake.....	Charlottesville, Virginia.....	118
M. L. Lee.....	Fulton, New York.....	548
J. A. Logan.....	Benton, Illinois.....	988
H. C. Longnecker.....	Allentown, Pennsylvania.....	236
D. Loomis.....	Rockville, Connecticut.....	361
P. E. Love.....	Thomasville, Georgia.....	900
O. Lovejoy.....	Princeton, Illinois.....	949
W. B. Maclay.....	New York, New York.....	232
R. Mallory.....	Lagrange, Kentucky.....	819
G. Marston.....	Exeter, New Hampshire.....	518

STATEMENT—Continued.

Names.	Post offices.	Distances from Washington.
C. D. Martin.....	Lancaster, Ohio.....	518
E. S. Martin.....	Lee C. H., Virginia.....	449
H. Maynard.....	Knoxville, Tennessee.....	513
J. A. McClernand.....	Springfield, Illinois.....	1,024
J. B. McKean.....	Saratoga Springs, New York.....	414
R. McKnight.....	Pittsburg, Pennsylvania.....	373
E. McPherson.....	Gettysburg, Pennsylvania.....	116
J. McQueen.....	Marlboro', South Carolina.....	525
J. J. McRae.....	State Line, Mississippi.....	1,296
P. W. Miles.....	Charleston, South Carolina.....	590
J. S. Milson.....	Norfolk, Virginia.....	240
W. Milward.....	Philadelphia, Pennsylvania.....	142
W. Montgomery.....	Washington, Pennsylvania.....	433
L. T. Moore.....	Louisa, Kentucky.....	601
S. Moore.....	Greensboro', Alabama.....	1,115
J. K. Morehead.....	Pittsburg, Pennsylvania.....	373
J. S. Morrill.....	Strafford, Vermont.....	516
E. J. Morris.....	Philadelphia, Pennsylvania.....	142
I. N. Morris.....	Quincy, Illinois.....	1,072
F. H. Morse.....	Bath, Maine.....	612
F. A. R. Nelson.....	Jonesboro', Tennessee.....	415
W. E. Niblack.....	Vincennes, Indiana.....	846
J. T. Nixon.....	Bridgeton, New Jersey.....	186
J. W. Noell.....	Perryville, Missouri.....	1,181
A. B. Olin.....	Troy, New York.....	382
A. M. Otero.....	Albuquerque, New Mexico.....	2,160
G. W. Palmer.....	Plattsburg, New York.....	556
M. J. Parrott.....	Leavenworth, Kansas Territory.....	1,340
G. H. Pendleton.....	Cincinnati, Ohio.....	654
W. Pennington.....	Newark, New Jersey.....	223
J. J. Perry.....	Oxford, Maine.....	617
J. W. Petit.....	Wabash, Indiana.....	734
S. O. Peyton.....	Hartford, Kentucky.....	980
J. S. Phelps.....	Springfield, Missouri.....	1,294
A. G. Potter.....	Indianapolis, Indiana.....	725
J. F. Potter.....	East Troy, Wisconsin.....	1,007
E. B. Pottle.....	Naples, New York.....	359
R. A. Pryor.....	Petersburg, Virginia.....	154
J. L. Pugh.....	Eufaula, Alabama.....	986
J. M. Quarles.....	Clarksville, Tennessee.....	836
J. H. Reagan.....	Palestine, Texas.....	1,534
J. H. Reynolds.....	Albany, New York.....	376
A. H. Rice.....	Boston, Massachusetts.....	468
J. R. Riggs.....	Paterson, New Jersey.....	248
C. Robinson.....	Woonsocket, Rhode Island.....	436
J. C. Robinson.....	Marshall, Illinois.....	816
H. E. Royce.....	East Berkshire, Vermont.....	582
T. Ruffin.....	Goldsboro' North Carolina.....	296
A. Rust.....	Little Rock, Arkansas.....	1,098
C. L. Scott.....	Sonora, California, <i>via</i> El Paso.....	3,942
	<i>via</i> Aspinwall.....	5,945
G. W. Scranton.....	Scranton, Pennsylvania.....	260
C. B. Sedgwick.....	Syracuse, New York.....	524
J. Sherman.....	Mansfield, Ohio.....	548
D. E. Sickles.....	New York, New York.....	232

STATEMENT—Continued.

Names.	Post offices.	Distances from Washington.
W. E. Simms	Paris, Kentucky	735
O. R. Singleton	Canton, Mississippi	1,070
W. Smith	Warrenton, Virginia	58
W. N. H. Smith	Murfreesboro', North Carolina	257
D. E. Somes	Biddeford, Maine	561
E. G. Spaulding	Buffalo, New York	463
F. E. Spinner	Mohawk, New York	458
J. A. Stallworth	Evergreen, Alabama	1,110
B. Stanton	Bellefontaine, Ohio	625
T. Stevens	Lancaster, Pennsylvania	123
I. I. Stevens	Olympia, W. T., <i>via</i> El Paso	4,839
	<i>via</i> Aspinwall	6,842
J. W. Stevenson	Covington, Kentucky	655
J. A. Stewart	Cambridge, Maryland	223
W. Stewart	Mercer, Pennsylvania	449
W. B. Stokes	Alexandria, Tennessee	824
L. Stout	Corallis, (Capitol,) Oregon, <i>via</i> El Paso	4,468
	<i>via</i> Aspinwall	6,470
J. L. N. Stratton	Mount Holly, New Jersey	167
M. W. Tappan	Bradford, New Hampshire	563
M. Taylor	Donaldsonville, Louisiana	1,360
E. Thayer	Worcester, Massachusetts	424
T. C. Theaker	Bridgeport, Ohio	402
T. H. Thomas	Columbia, Tennessee	818
C. B. Tompkins	McConnellsville, Ohio	504
C. R. Train	Framingham, Massachusetts	445
C. A. Trimble	Chilicothe, Ohio	513
J. W. H. Underwood	Rome, Georgia	684
C. L. Vallandigham	Dayton, Ohio	615
Z. R. Vance	Ashville, North Carolina	590
W. Vandever	Debuque, Iowa	1,022
C. H. Van Wyck	Bloomingsburg, New York	312
J. P. Verree	Philadelphia, Pennsylvania	142
E. Wade	Cleveland, Ohio	513
H. Waldron	Hillsdale, Michigan	692
E. P. Walton	Montpelier, Vermont	557
C. C. Washburn	La Crosse, Wisconsin	1,173
E. B. Washburne	Galena, Illinois	1,005
I. Washburn	Orono, Maine	721
E. H. Webster	Belair, Maryland	74
A. Wells	Ithaca, New York	501
W. Whiteley	Newcastle, Delaware	119
J. Wilson	Crawfordsville, Indiana	829
W. Windom	Winona, Minnesota	1,213
W. Winslow	Fayetteville, North Carolina	375
J. Wood	Conshohocken, Pennsylvania	156
J. Woodruff	New Haven, Connecticut	308
S. H. Woodson	Independence, Missouri	1,270
J. V. Wright	Purdy, Tennessee	860

STATION AND DISTANCE
STATION AND DISTANCE
STATION AND DISTANCE

Station	Distance	Station	Distance
100	100	100	100
101	101	101	101
102	102	102	102
103	103	103	103
104	104	104	104
105	105	105	105
106	106	106	106
107	107	107	107
108	108	108	108
109	109	109	109
110	110	110	110
111	111	111	111
112	112	112	112
113	113	113	113
114	114	114	114
115	115	115	115
116	116	116	116
117	117	117	117
118	118	118	118
119	119	119	119
120	120	120	120
121	121	121	121
122	122	122	122
123	123	123	123
124	124	124	124
125	125	125	125
126	126	126	126
127	127	127	127
128	128	128	128
129	129	129	129
130	130	130	130
131	131	131	131
132	132	132	132
133	133	133	133
134	134	134	134
135	135	135	135
136	136	136	136
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